

CITY COUNCIL AGENDA
NORMAN UTILITIES AUTHORITY AGENDA
NORMAN MUNICIPAL AUTHORITY AGENDA
NORMAN TAX INCREMENT FINANCE AUTHORITY AGENDA

Municipal Building Council Chambers
201 West Gray

January 26, 2010
6:30 p.m.

1. Roll Call
2. Pledge of Allegiance
3. ITEM: PRESENTATION OF THE MAYOR'S CITIZENSHIP AWARDS TO STUDENTS FROM WILSON ELEMENTARY SCHOOL.

INFORMATION: The Children's Rights Coordinating Commission is coordinating the Mayor's Citizenship Awards to be given to elementary school students who are involved in service projects throughout the community and exemplify true leadership skills.

ACTION NEEDED: Allow the Mayor to present Citizenship Awards to students from Wilson Elementary School.

ACTION TAKEN: _____

4. ITEM: PRESENTATION OF AWARDS FROM THE OKLAHOMA MUNICIPAL LEAGUE TO CITY OF NORMAN EMPLOYEES WHO HAVE COMPLETED 25 YEARS OF CONTINUOUS SERVICE, RICK BACON, K.C. DAY, BRENT HOPKINS, TIM MCDERMOTT, KIM MITCHELL, AND JOE SMITH, FIRE DEPARTMENT; LISA KRIEG, PLANNING AND COMMUNITY DEVELOPMENT; TOM EASLEY, CAROLYN GLOVER, MIKE ISAAC, JIM MAISANO, GEORGE MAULDIN, AND RICK SELLARS, POLICE DEPARTMENT; VONDALE SALEM, FINANCE DEPARTMENT; THOMAS GRADY, JAMES JONES, PRESTON WHITE, AND SCOTTIE WILLIAMS, SANITATION DIVISION; JIM ANDREWS AND RICHARD RODGERS, STREET DIVISION; STEVEN HARDEMAN, WASTEWATER TREATMENT PLANT, AND RALPH CAGIGAL; WESTWOOD GOLF COURSE.

ACTION NEEDED: Allow the Mayor to present Awards from the Oklahoma Municipal League for City of Norman employees who have completed 25 years of continuous service.

ACTION TAKEN: _____

5. ITEM: CONSENT DOCKET

INFORMATION: This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 6 through Item 27 be placed on the consent docket.

ACTION NEEDED: 1. Motion to place Item ____ through Item ____ on the Consent Docket by unanimous vote.

ACTION TAKEN: _____

ACTION NEEDED: 2. Acting as the City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority, motion to approve or acknowledge all items on the Consent Docket subject to any conditions included in the individual action needed by item.

ACTION TAKEN: _____

6. ITEM: APPROVAL OF THE MINUTES AS FOLLOWS:

CITY COUNCIL STUDY SESSION MINUTES OF JANUARY 5, 2010
CITY COUNCIL OVERSIGHT COMMITTEE MINUTES OF JANUARY 6, 2010
PUBLIC WATER FORUM, SERIES 1, MINUTES OF JANUARY 7, 2010
CITY COUNCIL PLANNING AND COMMUNITY DEVELOPMENT MINUTES
OF JANUARY 8, 2010
CITY COUNCIL CONFERENCE MINUTES OF JANUARY 12, 2010
CITY COUNCIL MINUTES OF JANUARY 12, 2010
NORMAN UTILITIES AUTHORITY MINUTES OF JANUARY 12, 2010
NORMAN MUNICIPAL AUTHORITY MINUTES OF JANUARY 12, 2010
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF
JANUARY 12, 2010

ACTION NEEDED: Acting as the City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority, motion to approve the minutes; and, if approved, direct the filing thereof.

ACTION TAKEN: _____

7. ITEM: CONSIDERATION OF ORDINANCE NO. O-0910-14 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE A TRACT OF LAND LYING WITHIN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 8 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND REMOVE THE SAME FROM THE A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED BETWEEN INDIAN HILLS ROAD AND FRANKLIN ROAD AND BETWEEN 36TH AVENUE N.W. AND 48TH AVENUE N.W.)

INFORMATION: The above-described ordinance is submitted for Introduction and adoption upon First Reading by title, and subsequent thereto, for submission for City Council's final consideration in its meeting of February 9, 2010. Copies of an advisory memorandum; ordinance; site development plan; location map; PUD narrative; Staff Report; protest and support area map; letter of protest; letters of support; and pertinent excerpts from Planning Commission minutes are included in the Agenda Book.

ACTION NEEDED: Motion to Introduce and adopt the ordinance upon First Reading by title.

ACTION TAKEN: _____

8. ITEM: CONSIDERATION OF THE MAYOR'S APPOINTMENTS OF STEVEN MCKINZEY TO THE LIBRARY BOARD AND NINA FLANNERY TO THE ENFORCEMENT AUTHORITY.

INFORMATION: In accordance with the Mayor's request, the above-described item is submitted for City Council's consideration. Steven McKinzey's term on the Library Board will begin January 26, 2010, and extend to May 1, 2012. He will replace Darin Savage who is no longer eligible to serve. Nina Flannery's term on the Enforcement Authority will begin January 26, 2010, and extend to September 1, 2011. She will fill the unexpired term of Dee Crockett.

ACTION NEEDED: Motion to confirm or reject the appointments.

ACTION TAKEN: _____

9. ITEM: SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF DECEMBER 31, 2009, AND DIRECTING THE FILING THEREOF.

INFORMATION: The above-described item appears on City Council's agenda in order that acknowledgment of the receipt of the report may be noted in the minutes as a matter of permanent record. A copy of the report is included in the Agenda Book.

ACTION NEEDED: Motion to acknowledge receipt of the report and direct the filing thereof.

ACTION TAKEN: _____

10. ITEM: SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF DECEMBER, 2009, AND DIRECTING THE FILING THEREOF.

INFORMATION: The above-described item appears on City Council's agenda in order that acknowledgment of the receipt of the reports may be noted in the minutes as a matter of permanent record. Copies of the reports are included in the Agenda Packet Copies of the reports are included in the Agenda Packet or transmitted electronically.

ACTION NEEDED: Motion to acknowledge receipt of the reports and direct the filing thereof.

ACTION TAKEN: _____

11. ITEM: CONSIDERATION OF A REQUEST FROM THE COORDINATOR OF THE MEDIEVAL FAIR TO PAY EXPENSES FOR THE INSTALLATION OF ADDITIONAL ELECTRICAL SERVICE AT REAVES PARK TO ACCOMMODATE FUTURE NEEDS FOR THE MEDIEVAL FAIR AND THE CITY OF NORMAN.

INFORMATION: The University of Oklahoma (OU) Duck Pond was the original site for the annual Medieval Fair which has been operating for 30 years. The Medieval Fair outgrew the OU Duck Pond and moved to Reaves Park six years ago. If the Medieval Fair continues to operate at Reaves Park, there is a need for additional electrical service to accommodate vendors' physical needs as well as their new electronic payment methods. The service will be installed by Oklahoma Gas and Electric Company (OG&E) who provides electricity for all the facilities in the park. The Medieval Fair is offering to pay the costs for the upgrades and is prepared to begin working on the project following City Council approval. The electrical service will belong to the City of Norman and will be available for use by the Parks and Recreation Department or any other group that rents the park for a special event. OG&E has estimated the cost of improvements to be \$8,723. Section 8-111 of the City Code states that all donations valued above \$250 to be received by the City of Norman, whether in the form of monies or any other thing of value, shall be required to be accepted by the Council of the City of Norman prior to any use or disbursement of such monies or thing of value by or to any City operation or cause. In accordance therewith, the above-described item is submitted for City Council's consideration. Copies of an advisory memorandum and letter of request are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject a request from the Coordinator of the Medieval Fair to pay expenses for installation of additional electrical service at Reaves Park; and, if approved, accept the improvements estimated at \$8,723 on behalf of the City of Norman.

ACTION TAKEN: _____

12. ITEM: CONSIDERATION OF APPROVAL A FINAL PLAT FOR SUMMIT LAKES ADDITION, SECTION 10, AND ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN.

LOCATION: Generally located approximately one-quarter mile south of Alameda Street on the west side of 36th Avenue S.E.

INFORMATION:

1. Owner. Summit Lakes, L.L.C.
2. Developer. Summit Lakes, L.L.C.
3. Engineer. Clour Engineering of Oklahoma, Inc.

HISTORY:

1. Refer to the Planning Commission Staff Report, March 13, 2008.
2. November 8, 2005. City Council, by a vote of 8-0, approved the final plat for Summit Lakes Addition, Section 10.
3. March 10, 2007. The final plat for Summit Lakes, Addition, Section 10, became null and void.
4. March 13, 2008. Planning Commission, by a vote of 8-0, approved the final plat for Summit Lakes Addition, Section 10.

IMPROVEMENT PROGRAM:

1. Refer to the Planning Commission Staff Report, March 13, 2008.
2. Subdivision Bond. A subdivision bond has not been submitted since the developer has requested approval of the final plat with the filing thereof to be directed subject to completion and City acceptance of all required public improvements. A subdivision bond will be required for sidewalks not installed prior to filing the final plat.

PUBLIC DEDICATIONS:

1. Refer to the Planning Commission Staff Report, March 13, 2008.
2. Park Land Dedication. A warranty deed has been submitted to the Parks and Recreation Department. Park Land Requirements have been fulfilled.

SUPPLEMENTAL MATERIAL: Copies of an advisory memorandum; location map; revised preliminary plat; final plat; Staff Report recommending approval; and pertinent excerpts from Planning Commission minutes are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject the final plat; and, if approved, accept the public dedications contained within the plat; authorize the Mayor to sign the final plat and subdivision and maintenance bonds subject to the City Development Committee's acceptance of all required public improvements, and direct the filing of the final plat.

ACTION TAKEN: _____

13. ITEM: CONSIDERATION OF CONSENT TO ENCROACHMENT NO. 0910-3 FOR LOT 1, BLOCK 1, AND LOT 1, BLOCK 4, TECUMSEH RIDGE SECTION II ADDITION. (3436 DEREK LANE AND 229 DOLLINA COURT)

INFORMATION: City Council, in its meeting of February 27, 2007, rejected Consent to Encroachment No. 0607-8 for Lot 1, Block 1, and Lot 1, Block 4, Tecumseh Ridge Section II Addition. The applicant constructed brick walls with entry signage for the subdivision which encroached into the twenty-foot utility easement along the northern edge of each lot. Because of the conflict of a water line, the Homeowners' Association for the neighborhood previously objected to bearing responsibility for any damage to the wall which was a contributing factor in the previous denial. The developer has negotiated with the homeowners and both parties have reached an agreement. Staff has reconsidered the request and encroachment delineated in the above-described consent and has no objection to the request with the hold harmless conditions included in the consent document. Copies of an advisory memorandum; Consent to Encroachment; letter of request; Homeowners' agreement; conceptual drawings; Staff memoranda; supplemental material, and pertinent excerpts of City Council minutes are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Consent to Encroachment No. 0910-3; and, if approved, direct the filing thereof with the Cleveland County Clerk.

ACTION TAKEN: _____

14. ITEM: CONSIDERATION OF CONSENT TO ENCROACHMENT NO. 0910-5 FOR LOT 7, BLOCK 2, BROOKHAVEN ADDITION, SECTION 40. (2100 BROOKHAVEN BOULEVARD)

INFORMATION: Staff has considered the request and encroachment delineated in the above-described consent and recommends Consent to Encroachment No. 0910-5 be approved. Copies of an advisory memorandum; Consent to Encroachment; location maps; letter of request; letters from utility companies, and Staff memoranda are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Consent to Encroachment No. 0910-5; and, if approved, direct the filing thereof with the Cleveland County Clerk.

ACTION TAKEN: _____

15. ITEM: SPECIAL CLAIM NO. 0910-4: A CLAIM IN THE REDUCED AMOUNT OF \$5,400 SUBMITTED BY TERRY PEASEL FOR DAMAGES TO HIS DRIVEWAY AND TIN HORN FROM SANITATION TRUCKS USING HIS DRIVEWAY TO TURN-AROUND AT 3907 DELLA STREET.

INFORMATION: The above-described special claim has been examined by the City Attorney and found to be in order and proper as to form. Staff recommends approval. Copies of an advisory memorandum, claim, Staff memoranda, and support material are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Special Claim No. 0910-4; and, if approved, direct payment in the reduced amount of \$5,400 contingent upon obtaining a release and Covenant Not to Sue from Terry Peasel.

ACTION TAKEN: _____

16. ITEM: LIMITED LICENSE NO. 0910-7: A LIMITED LICENSE TO PLACE FIFTY (50) SIGNS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE NORMAN YOUTH SOCCER ASSOCIATION.

INFORMATION: City Council, in its meeting of August 8, 1995, adopted Ordinance No. O-9596-6 providing a limited license for placement of festival and public event banners which would be granted by the City Council. The Norman Youth Soccer Association has requested placement of fifty (50) signs at various locations in the City of Norman for a fifteen (15) day period. In accordance therewith, the above-described item is submitted for City Council's consideration. Copies of an advisory memorandum, application, location map, and limited license are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Limited License No. 0910-7 to place fifty (50) signs within the public rights-of-way pursuant to a request from the Norman Youth Soccer Association; and, if approved, authorize the issuance thereof.

ACTION TAKEN: _____

17. ITEM: LIMITED LICENSE NO. 0910-8: A LIMITED LICENSE TO PLACE FOUR (4) SIGNS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE FROM THE FRIENDS OF THE NORMAN LIBRARY FOR THE ROMANCE BOOK SALE.

INFORMATION: City Council, in its meeting of August 8, 1995, adopted Ordinance No. O-9596-6 providing a limited license for placement of festival and public event banners which would be granted by the City Council. The Friends of the Norman Library have requested placement of four (4) signs at various locations in the City of Norman for a one (1) day period. In accordance therewith, the above-described item is submitted for City Council's consideration. Copies of an advisory memorandum, letter of request, application, location map, and limited license are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Limited License No. 0910-8 to place four (4) signs within the public rights-of-way pursuant to a request from the Friends of the Norman Library; and, if approved, authorize the issuance thereof.

ACTION TAKEN: _____

18. ITEM: CONSIDERATION OF FINAL ACCEPTANCE AND FINAL PAYMENT OF CONTRACT NO. K-0809-144 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND K.C. ELECTRIC COMPANY FOR THE LITTLE AXE SPORTS FIELD UPGRADE PROJECT.

INFORMATION: City Council, in its meeting of June 9, 2009, approved Contract No. K-0809-144 with K.C. Electric Company in the amount of \$206,036 for the above-described project. The project is completed and all work meets or exceeds specifications. Based upon the above information, it is recommended that the project be accepted and final payment in the amount of \$20,603.60 be made to K.C. Electric Company. Copies of an advisory memorandum and purchase order are included in the Agenda Book.

ACTION NEEDED: Motion to accept or reject the project; and, if accepted, direct final payment in the amount of \$20,603.60 to K.C. Electric Company.

ACTION TAKEN: _____

19. ITEM: CHANGE ORDER NO. ONE TO CONTRACT NO. K-0910-26: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CONNELLY PAVING COMPANY INCREASING THE CONTRACT AMOUNT BY \$9,089.43 AND EXTENDING THE CONTRACT BY TEN CALENDAR DAYS FOR THE EUFAULA STREET COMMUNITY DEVELOPMENT BLOCK GRANT RECONSTRUCTION (CDBG-R) PROJECT FROM CARTER AVENUE TO REED AVENUE AND FINAL ACCEPTANCE AND PAYMENT OF THE PROJECT.

INFORMATION: City Council, in its meeting of August 11, 2009, approved Contract No. K-0910-26 with Connelly Paving Company in the amount of \$236,652 for the above-described project. The project scope originally anticipated only a portion of the sidewalk would be replaced; however, stimulus funding mandated that the entire two blocks of sidewalk be replaced due to accessibility requirements. Change Order No. One increasing the contract amount by \$9,089.43 accounts for all extra work, reconciles as bid quantities to as-built final quantities, and extends the contract ten calendar days due to rain delays. Change Order No. One has been examined by the Assistant City Attorney and found to be in order and proper as to form. Staff recommends approval of the change order. The project is completed and all work meets or exceeds specifications. Based upon the above information, it is recommended that the project be accepted. Copies of an advisory memorandum, change order, and purchase order are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Change Order No. One to Contract No. K-0910-26 with Connelly Paving Company increasing the contract amount by \$9,089.43 and extending the contract by ten calendar days; and, if approved, authorize the execution thereof, accept the project, and direct final payment in the amount of \$24,574.14 to Connelly Paving Company.

ACTION TAKEN: _____

20. ITEM: AMENDMENT NO. ONE TO CONTRACT NO. K-0910-35: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND APPPOSITE ENGINEERING, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$14,575 TO INCLUDE THE DESIGN OF SIDEWALKS BETWEEN WOODCREST DRIVE AND ROCK CREEK ROAD AS PART OF THE WIDENING IMPROVEMENTS FOR PORTER AVENUE BETWEEN WOODCREST DRIVE AND APPROXIMATELY 1,000 FEET NORTH OF TECUMSEH ROAD AND BUDGET APPROPRIATION.

INFORMATION: City Council, in its meeting of July 28, 2009, approved Contract No. K-0910-35 with Apposite Engineering, L.L.C., in the amount of \$169,783 to provide professional engineering services for the design of widening improvements for Porter Avenue between Woodcrest Drive and approximately 1,000 feet north of Tecumseh Road. Amendment No. One increasing the contract amount by \$14,575 will add the design of sidewalks between Woodcrest Drive and Rock Creek Road to provide a continuous sidewalk between Rock Creek Road and Tecumseh Road in order to comply with American Disabilities Act (ADA) requirements. This work is eligible for 80% federal funding. The redesign of the curb and gutter is also being added to the scope of work because the existing curbs do not match in elevation from one side of the street to the other. The amendment has been examined by the Assistant City Attorney and found to be in order and proper as to form. Staff recommends approval of the amendment. Copies of an advisory memorandum, amendment, and purchase requisition are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Amendment No. One to Contract No. K-0910-35 with Apposite Engineering, L.L.C., increasing the contract amount by \$14,575; and, if approved, authorize the execution thereof and appropriate \$14,575 from the Capital Fund Balance (050-0000-253.20-00) to Project No. TR0243, Porter Gap Paving, Rock Creek - Tecumseh, Design (050-9366-431.62-01).

ACTION TAKEN: _____

21. ITEM: CONTRACT NO. K-0910-127: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND TINKER FEDERAL CREDIT UNION TO SUBORDINATE A LIEN REGARDING FUNDS FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOME PARTNERSHIP PROGRAM FOR PROPERTY LOCATED AT 2320 LAFAYETTE DRIVE.

INFORMATION: The above-described contract (subordination agreement) is being requested by Tinker Federal Credit Union in conjunction with a loan secured by the owner of property located at 2320 Lafayette Drive who had previously received CDBG HOME Partnership Program funding. The contract has been examined by the Assistant City Attorney and found to be in order and proper as to form. Staff recommends approval of the contract. Copies of an advisory memorandum and contract are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Contract No. K-0910-127 with Tinker Federal Credit Union; and, if approved, authorize the execution of the contract.

ACTION TAKEN: _____

22. ITEM: RECOMMENDATION FROM THE SOCIAL AND VOLUNTARY SERVICES COMMISSION TO APPROVE A REQUEST FOR FUNDING FROM FOOD AND SHELTER FOR FRIENDS, INC., IN THE AMOUNT OF \$5,529.61 TO COVER RENTAL EXPENSES FOR A RENTAL ASSISTANCE CENTER ESTABLISHED IN CONJUNCTION WITH THE HOUSING PREVENTION AND RAPID REHOUSING PROGRAM THROUGH THE OKLAHOMA DEPARTMENT OF COMMERCE AND THE AUTHORIZE EXECUTION OF CONTRACT NO. K-0910-128.

INFORMATION: City Council, in its meeting of July 28, 2009, approved a Homeless Prevention and Rapid Rehousing Program grant application in the amount of \$498,248.88 to provide homeless prevention assistance and housing stabilization services to households in Cleveland County. A Rental Assistance Center will be established for housing related needs and to provide confidentiality to the clients; however, the grant does not allow funding for payment of rent in the delivery of services. The Social and Voluntary Services Commission met on October 5, 2009, and reviewed requests for funding and City Council approved the requests and subsequent contracts on October 27, 2009. At that time, the Social and Voluntary Services Commission set aside a reserve amount of \$5,529.61 to be used in securing a location in the Community Services Building for the Rental Assistance Center. Copies of an advisory memorandum; contract, Social and Voluntary Services Commission minutes, and purchase order are included in the Agenda Book

ACTION NEEDED: Motion to approve or reject the recommendation from the Social and Voluntary Services Commission to fund a request in the amount of \$5,529.61 from Food and Shelter for Friends, Inc.; and, if approved, authorize the execution of Contract No. K-0910-128.

ACTION TAKEN: _____

23. ITEM: CONTRACT NO. K-0910-134: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS, AND PINNACLE MAPPING TECHNOLOGIES, INC., TO PROVIDE FOR AERIAL PHOTOGRAPHY, DIGITAL ORTHOPHOTOGRAPHIC DATA, AND PLANIMETRIC MAPPING FOR THE GEOGRAPHIC INFORMATION SYSTEMS DIVISION.

INFORMATION: This project is a joint effort of several regional governments coordinated by the Association of Central Oklahoma Governments (ACOG) to develop an aerial photography base map for central Oklahoma and enable the participating governments to acquire additional mapping projects required to conduct daily business. By combining the purchasing power of several participating governments, the project becomes more cost-effective. Those participating with the City of Norman are the City of Oklahoma City; City of Edmond; City of Moore; City of Midwest City; City of Yukon; and Oklahoma County. The United States Geological Survey (USGS) may participate, which would reduce the cost of the orthophotography portion of the contract by \$5,000. The total cost of Norman's portion of the contract is \$110,958.40. The USGS will only reimburse a single entity so ACOG will act as the City of Norman's agent for the orthophotography portion of the contract which equals \$51,108.40. The above-described contract has been examined by the Assistant City Attorney and found to be in order and proper as to form. Staff recommends approval of the contract. Copies of an advisory memorandum; tabulation of proposals; ranking of proposals; contract, and purchase requisitions are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Contract No. K-0910-134 with ACOG and Pinnacle Mapping Technologies, Inc.; and, if approved, authorize the execution of the contract and direct payment to ACOG in the amount of \$51,108.40 and to Pinnacle Mapping Technologies, Inc., in the amount of \$59,850.

ACTION TAKEN: _____

24. ITEM: RESOLUTION NO. R-0910-77: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF CLAIMS BY DAVID H. TEUSCHER UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF DAVID H. TEUSCHER V. THE CITY OF NORMAN, WORKERS' COMPENSATION CASE NO. WCC *PRO SE*; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COURT, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COURT JUDGMENTS FROM THE RISK MANAGEMENT INSURANCE FUND.

INFORMATION: The above-described resolution has been drawn and is submitted for City Council's consideration. If approved, the Order will be certified to the Cleveland County District Court to be placed on the property tax rolls for collection over the next three years in accordance with 85 O.S., Section 2b; 51 O.S., Section 159; and 62 O.S., Section 361. Certifying the Order to the property tax rolls will reimburse the City's Workers' Compensation Fund over the next three years. Copies of an advisory memorandum, resolution, and purchase requisitions are included in the Agenda Book.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-0910-77; and, if adopted, direct payment of claims which will constitute judgment against the City of Norman.

ACTION TAKEN: _____

25. ITEM: RESOLUTION NO. R-0910-86: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$5,951.39 FROM THE ART IN PUBLIC PLACES FUND BALANCE TO BE USED BY THE NORMAN ARTS COUNCIL AS OUTLINED IN ORDINANCE NO. O-0708-5.

INFORMATION: The above-described resolution has been drawn and is submitted for City Council's consideration. Copies of an advisory memorandum, revenue and disbursements summary, and resolution are included in the Agenda Book.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-0910-86.

ACTION TAKEN: _____

26. ITEM: PROCLAMATION NO. P-0910-12: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF FEBRUARY, 2010, AS BLACK HISTORY MONTH IN THE CITY OF NORMAN.

INFORMATION: The Human Rights Commission has requested a proclamation proclaiming the month of February, 2010, as Black History Month in the City of Norman. The above-described proclamation has been drawn and is submitted for City Council's consideration. A copy of the proclamation is included in the Agenda Book.

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-0910-12 proclaiming the month of February, 2010, as Black History Month in the City of Norman and direct the filing thereof.

ACTION TAKEN: _____

27. ITEM: PROCLAMATION NO. P-0910-13: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SATURDAY, FEBRUARY 13, 2010, AS MARDI GRAS IN THE CITY OF NORMAN.

INFORMATION: Mr. Ed Kearns, Chairman of the Mardi Gras Parade, has requested a proclamation proclaiming Saturday, February 13, 2010, as Mardi Gras in the City of Norman. The above-described proclamation has been drawn and is submitted for City Council's consideration. A copy of the proclamation is included in the Agenda Book.

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-0910-13 proclaiming Saturday, February 13, 2010, as Mardi Gras in the City of Norman and direct the filing thereof.

ACTION TAKEN: _____

28. ITEM: RESOLUTION NO. R-0910-60: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CONDEMNING THE HEREINAFTER-DESCRIBED PREMISES AS A NUISANCE, AND PROVIDING FOR NOTICE AND HEARING THEREOF. (304 SOUTH STEWART AVENUE)

INFORMATION: In City Council's meeting of October 27, 2009, a public hearing was conducted in order to allow City Council to determine whether the structure located at 304 South Stewart Avenue was dilapidated and to allow the owner of the property opportunity to show cause, if any, why the nuisance should not be abated. At that time, City Council postponed action on Resolution No. R-0910-60 condemning the structures as a nuisance until January 26, 2010. Staff has met with the property owner and has conducted follow-up inspections. Staff recommends that the owner be granted an extension with updates to City Council every three months to present demonstrable progress on the exterior and interior with the expectation that the house will be finished to meet required codes in six to nine months. Copies of an advisory memorandum, resolution, support material, and pertinent excerpts from City Council minutes are included in the Agenda Book.

ACTION NEEDED: Motion to grant or deny an extension to present demonstrable progress on the exterior and interior with the expectation that the house be finished to meet required codes in six to nine months with an update to City Council every three months beginning April 27, 2010.

ACTION TAKEN: _____

29. Miscellaneous Discussion: This is an opportunity for citizens to address City Council. Remarks should be directed to the Council as a whole and limited up to five minutes or less.
30. Adjournment.

3. ITEM: PRESENTATION OF THE MAYOR'S CITIZENSHIP AWARDS TO STUDENTS FROM WILSON ELEMENTARY SCHOOL.

INFORMATION: The Children's Rights Coordinating Commission is coordinating the Mayor's Citizenship Awards to be given to elementary school students who are involved in service projects throughout the community and exemplify true leadership skills.

ACTION NEEDED: Allow the Mayor to present Citizenship Awards to students from Wilson Elementary School.

ACTION TAKEN: _____

4. ITEM: PRESENTATION OF AWARDS FROM THE OKLAHOMA MUNICIPAL LEAGUE TO CITY OF NORMAN EMPLOYEES WHO HAVE COMPLETED 25 YEARS OF CONTINUOUS SERVICE, RICK BACON, K.C. DAY, BRENT HOPKINS, TIM MCDERMOTT, KIM MITCHELL, AND JOE SMITH, FIRE DEPARTMENT; LISA KRIEG, PLANNING AND COMMUNITY DEVELOPMENT; TOM EASLEY, CAROLYN GLOVER, MIKE ISAAC, JIM MAISANO, GEORGE MAULDIN, AND RICK SELLARS, POLICE DEPARTMENT; VONDALE SALEM, FINANCE DEPARTMENT; THOMAS GRADY, JAMES JONES, PRESTON WHITE, AND SCOTTIE WILLIAMS, SANITATION DIVISION; JIM ANDREWS AND RICHARD RODGERS, STREET DIVISION; STEVEN HARDEMAN, WASTEWATER TREATMENT PLANT, AND RALPH CAGIGAL; WESTWOOD GOLF COURSE.

ACTION NEEDED: Allow the Mayor to present Awards from the Oklahoma Municipal League for City of Norman employees who have completed 25 years of continuous service.

ACTION TAKEN: _____

7. ITEM: CONSIDERATION OF ORDINANCE NO. O-0910-14 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE A TRACT OF LAND LYING WITHIN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 8 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND REMOVE THE SAME FROM THE A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED BETWEEN INDIAN HILLS ROAD AND FRANKLIN ROAD AND BETWEEN 36TH AVENUE N.W. AND 48TH AVENUE N.W.)

INFORMATION: The above-described ordinance is submitted for Introduction and adoption upon First Reading by title, and subsequent thereto, for submission for City Council's final consideration in its meeting of February 9, 2010. Copies of an advisory memorandum; ordinance; site development plan; location map; PUD narrative; Staff Report; protest and support area map; letter of protest; letters of support; and pertinent excerpts from Planning Commission minutes are included in the Agenda Book.

ACTION NEEDED: Motion to Introduce and adopt the ordinance upon First Reading by title.

ACTION TAKEN: _____



DATE: January 15, 2010

TO: Honorable Mayor and Councilmembers

FROM: Doug Koscinski, AICP *DSK*
Manager, Current Planning Division

SUBJECT: Agenda Item:
RESOLUTION NO. R-0910-72
ORDINANCE NO. O-0910-14

BACKGROUND. -- J&J Properties, L.L.C., requests amendment of the NORMAN 2025 Land Use and Transportation Plan (LUP-0910-3) from Future Urban Service Area to Current Urban Service Area for the entire 350 acre tract, and from Low Density Residential Designation to Commercial (Tract 1- 19.14 acres), High Density Residential (Tract 2 – 19.3 acres), and Medium Density Residential (Tract 4 – 16.42 acres) on portions of the property generally located between Indian Hills Road and Franklin Road and between 36th Avenue N.W. and 48th Avenue N.W. A companion request would rezone the property from A-2, Rural Agricultural District, to PUD, Planned Unit Development.

DISCUSSION. Norman's 2020 Plan reserved this area of Norman for Very Low Density residential uses. Because no sewer service was available to the area, only large-lot (two acre minimum) residential use was envisioned with private utilities. The 2025 Plan recognized that the area could be provided with sewer service as interceptor lines were extended westward from Lift Station D (generally north of Tecumseh Road and east of Porter Avenue), and placed the area into the Future Urban Service area, with a Low Density Residential designation. Those sewer interceptor lines have been designed and are planned all the way through the (future) Ruby Grant Park. The installation of these sewer lines is under contract, with completion expected by August of this year. This development will extend those lines into this area, which will allow for the re-designation of this area to the Current Urban Service Area. If this 350 acre tract were developed in a standard subdivision pattern, density would likely range from 2.5 to 3.5 dwellings per acre, yielding between 875 and 1225 single-family homes. This application proposes 579 single-family dwellings, approximately 200 units in an assisted living center, and 300 apartments, which together fall within the range that would be expected under "standard" low-density development.

The applicants have designed this neighborhood with an emphasis on a "walkable" component that will connect all of the residential areas with an intensive mixed-use commercial area and a future elementary school. Substantial open space is spread throughout the subdivision that will provide alternative pathways as well as providing stormwater control. In addition to the primary use as a single-family subdivision, there are other uses identified including an Assisted Living Center (16.42 acres), a townhome

area (19.3 acres), an elementary school site (11.49 acres), and a neighborhood commercial district. Most of the residential area is targeted for larger lots (approximately 9000 square feet), with smaller lots (approximately 6000 square feet) occurring on 25 acres. Front yard setbacks have been reduced to ten feet, although garages will maintain a twenty foot setback. The townhomes and mixed commercial area are designed to emulate many of the provisions included in an upcoming Mixed Use ordinance, although strict compliance was not desired by the applicant. The overall design of the subdivision was deliberately conceived to eliminate cul-de-sacs, and provide for a circuitous traffic pattern that will slow traffic.

STAFF RECOMMENDATION: The Park Board supported the applicant's request to allow private park land in the subdivision, based on the inclusion of several smaller "open play" areas that have been incorporated into the large amount of open space. The Planning Commission unanimously recommended approval of this request, echoing the staff's recommendation.

Reviewed by: Susan Connors, Director of Planning & Community Development *STC*
Jeff Bryant, City Attorney *BNB*
Steve Lewis, City Manager *SL*

Attachments: RESOLUTION NO. R-0910-72
ORDINANCE NO. O-0910-14
Location Map
Staff Report
Planning Commission Minutes
PUD Narrative
Protest & Support Map and letters

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO PLACE A TRACT OF LAND LYING WITHIN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 8 NORTH, RANGE 3 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND REMOVE THE SAME FROM THE A-2, RURAL AGRICULTURAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED BETWEEN INDIAN HILLS ROAD AND FRANKLIN ROAD AND BETWEEN 36TH AVENUE N.W. AND 48TH AVENUE N.W.)

- § 1. WHEREAS, J&J Properties, L.L.C., the owner of the hereinafter described property, has made application to have the same placed in the PUD, Planned Unit Development District, and to have the same removed from the A-2, Rural Agricultural District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to place the following described property in the PUD, Planned Unit Development District, and to remove the same from the A-2, Rural Agricultural District, to wit:

TRACT I: (Commitment No. 1304205-M099)

The West Half of the Northwest Quarter (W/2 NW/4) of Section Three (3), Township Nine (9) North, Range Three (3) West of the Indian Meridian, Cleveland County Oklahoma. Said described tract of land contains a gross area of 3,422,291 square feet or 78.5469 acres and a new area (less statutory rights-of-way) of 3,294,438 square feet or 75.6298 acres, more or less.

AND

TRACT II: (Commitment No. 1304274-M099)

The Southwest quarter (SW/4) of Section Three (3), Township Nine (9) North, Range Three (3) West of the Indian Meridian, Norman, Cleveland County, Oklahoma. Said described tract of land contains a gross area of 6,991,860 square feet or 160.5110 acres and a net area (less statutory rights-of-way) of 6,818,449 square feet or 156.5301 acres, more or less.

AND

TRACT III: (Commitment No. 1304276-M099)

The West Half of the Southeast Quarter (W/2 SE/4) and the South Half of the Northeast Quarter of the Southeast Quarter (S/2 NE/4 SE/4) and the North Half of the Southeast Quarter of the Southwest Quarter (N/2 SE/4 SE/4) of Section Three (3), Township Nine (9) North, Range Three (3) West of the Indian Meridian, Norman, Cleveland County, Oklahoma, more particularly described as follows:

Commencing at the southeast corner (SE/C) of said Section;

THENCE N 00°12'22" E a distance of 659.41 feet to the POINT OF BEGINNING;

THENCE N 89°58'06" W a distance of 1323.85 feet;

THENCE S 00°06'54" W a distance of 660.14 feet;

THENCE N 90°00'00" W a distance of 1322.80 feet;

THENCE N 00°01'26" E a distance of 2643.46 feet;

THENCE S 89°52'27" E a distance of 1326.99 feet;

THENCE S 00°06'52" W a distance of 660.14 feet;

THENCE S 89°54'20" E a distance of 1325.94 feet;

THENCE S 00°12'22" W a distance of 1318.82 feet to the POINT OF BEGINNING.

LESS AND EXCEPT the North Half of the South Half of the Northeast Quarter of the Southeast Quarter (N/2 S/2 NE/4 SE/4) of Section Three (3), Township Nine (9) North, Range Three (3) West of the Indian Meridian, Norman, Cleveland County, Oklahoma.

TRACT III being more correctly described as follows:

The West Half of the Southeast Quarter (W/2 SE/4) and the South Half of the South Half of the Northeast Quarter of the Southeast Quarter (S/2 S/2 NE/4 SE/4) and the North Half of the Southeast Quarter of the Southeast Quarter (N/2 SE/4 SE/4) of Section Three (3), Township Nine (9) North, Range Three (3) West of the Indian Meridian, Norman, Cleveland County, Oklahoma. Said described tract of land contains a gross area of 4,817,777 square feet or 110.6010 acres, and a net area (less statutory rights-of-way) of 4,741,506 square feet or 108.8500 acres, more or less.

Total acreage is 349.66 acres, more or less.

§ 5. Further, pursuant to the provisions of Section 22:434.1 of the Code of the City of Norman, as amended, the following condition is hereby attached to the zoning of the tract:

- a. The site shall be developed in accordance with the Site Development Plan (Exhibit A), approved January 14, 2010, and supporting documentation submitted by the applicant and approved by the Planning Commission.

§ 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this _____ day of

NOT ADOPTED this _____ day of

_____, 2010.

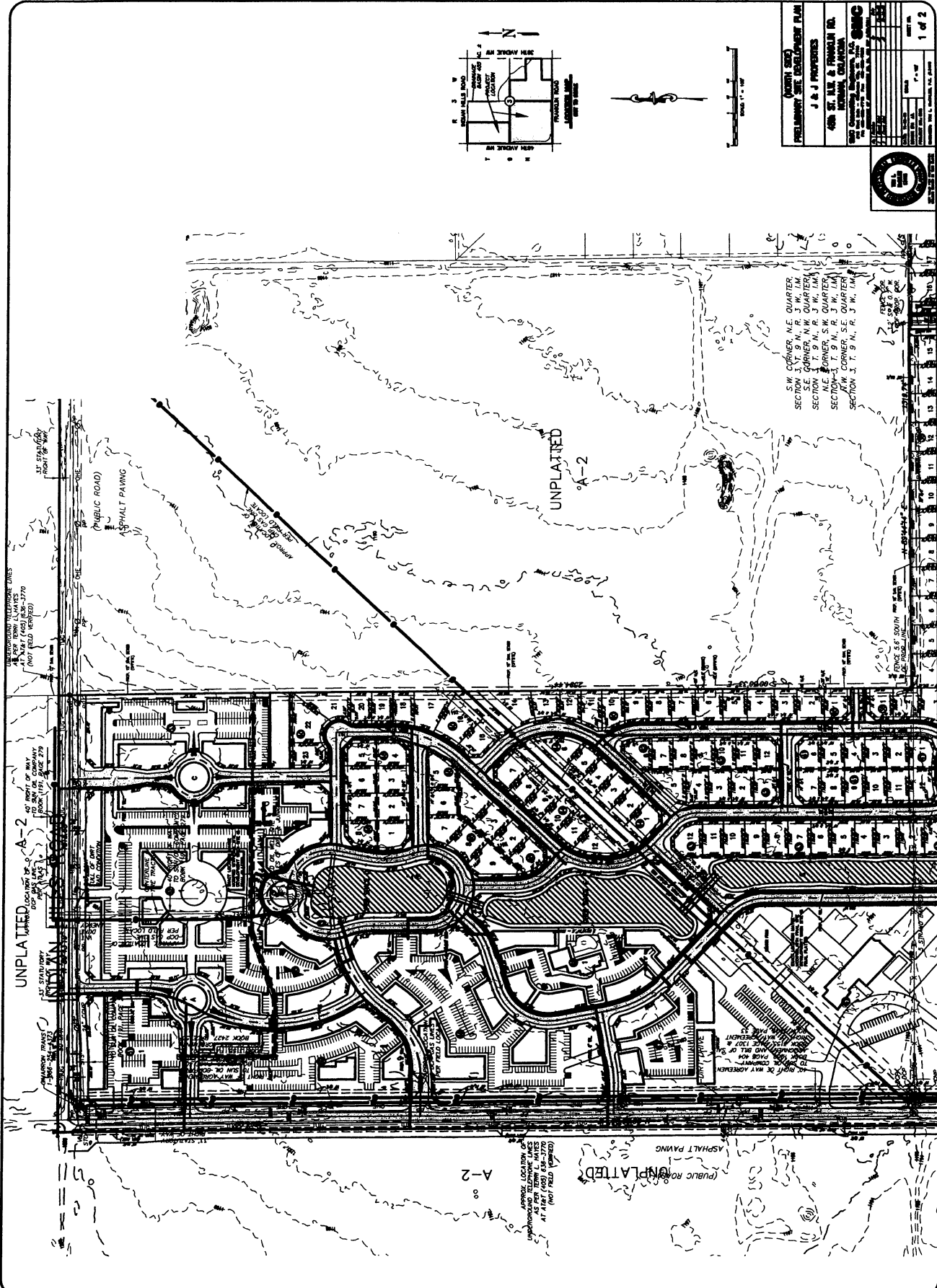
_____, 2010.

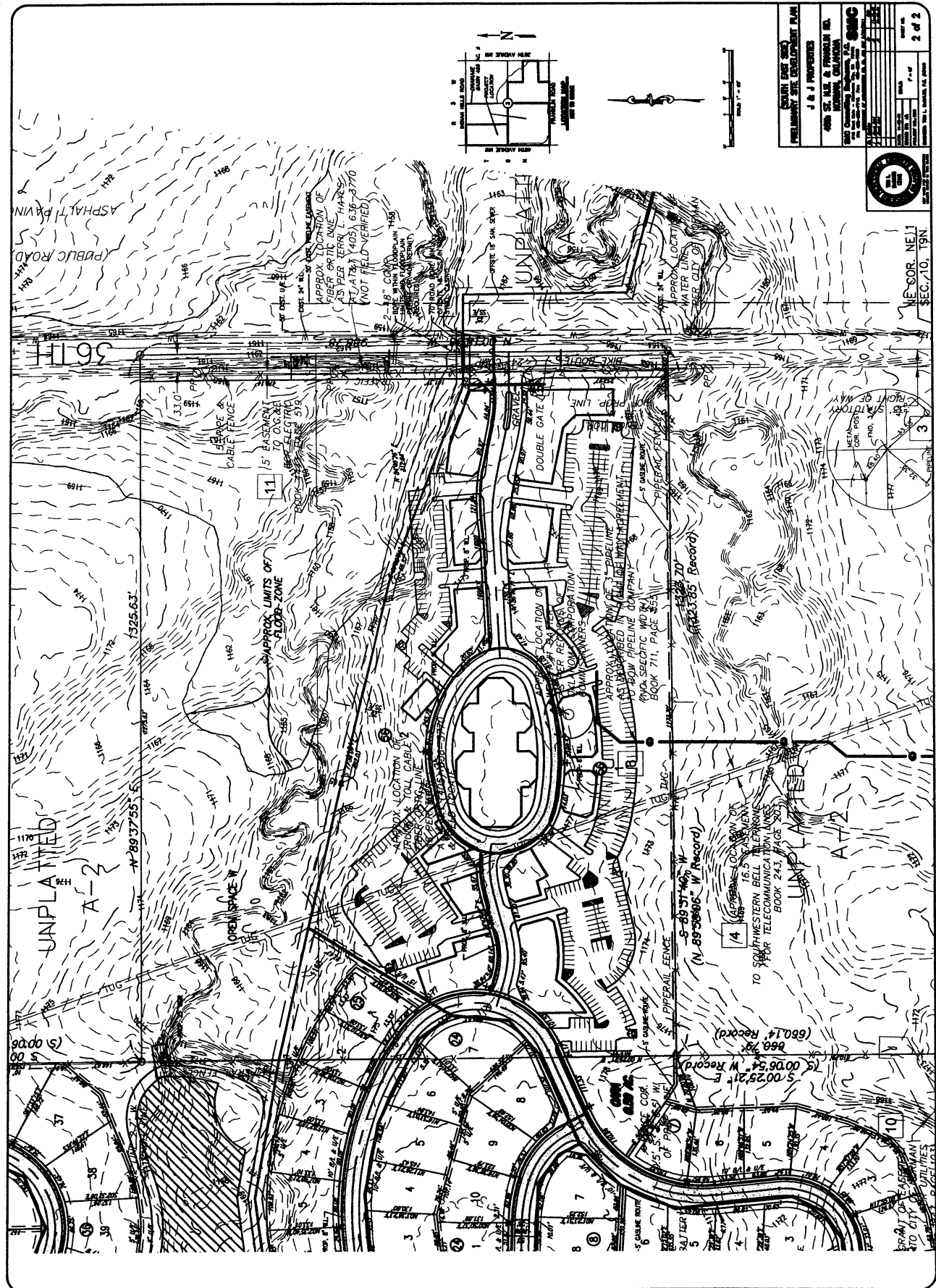
(Mayor)

(Mayor)

ATTEST:

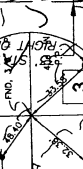
(City Clerk)





PLAN (SEE SHEET 1) PROPOSED SITE DEVELOPMENT PLAN J & J PROPERTIES 400 S. W. 10th Ave. MIAMI, FLORIDA 33135 PREPARED BY: J & J PROPERTIES DATE: 10/10/19 SCALE: 1" = 40' SHEET NO. 2 OF 2	
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NE COR. NE 1/4
SEC. 10, T. 19N



UNPLATTED A-2
UNPLATTED A-1

APPROX. LIMITS OF FLOOD ZONE

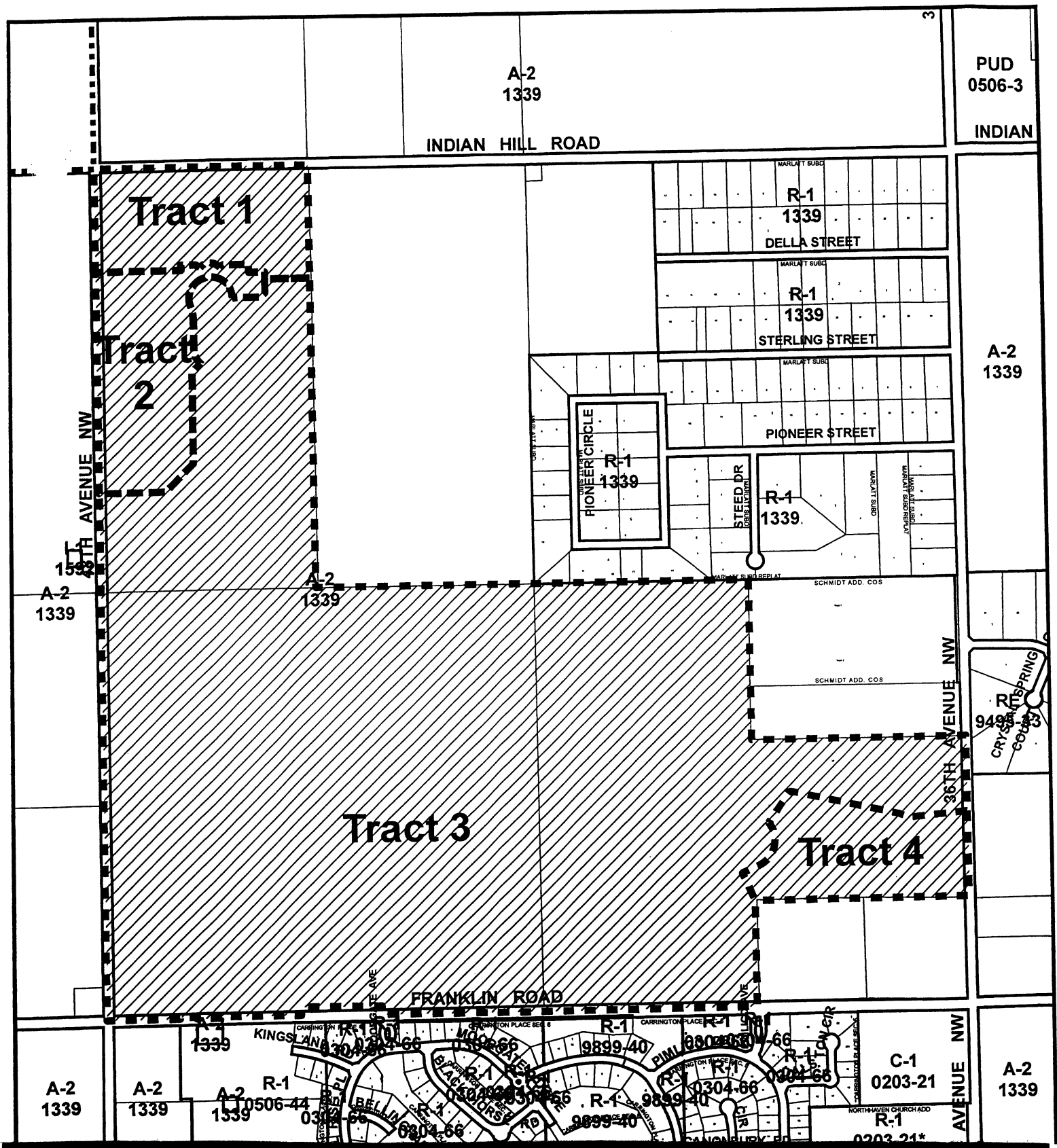
APPROX. LOCATION OF FIBER OPTIC CABLE

APPROX. LOCATION OF TOLL CABLE

APPROX. LOCATION OF WATER MAIN

APPROX. LOCATION OF SEWER MAIN

APPROX. LOCATION OF GAS MAIN



PROPOSED REDISTRICTING - ORDINANCE NO. O-0910-14

APPLICANT: J&J Properties, L.L.C.
 REQUEST: Rezoning from A-2, Rural Agricultural District, to PUD, Planned Unit Development, for property generally located between Indian Hills Road and Franklin Road and between 36th Avenue N.W. and 48th Avenue N.W.

J & J PROPERTIES ADDITION

NORMAN, OKLAHOMA

A PROJECT BY J&J PROPERTIES, L.L.C.

PLANNED UNIT DEVELOPMENT
APPLICATION FOR REZONING AND
PRELIMINARY DEVELOPMENT
PLAN/PLAT

9 November 2009
(revised 11 January 2010)

PREPARED BY:

THE RIEGER LAW GROUP
Attn: Sean Paul Rieger
S.P. Rieger, PLLC
136 Thompson Drive
Norman, Oklahoma 73069-5245

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- A. Proposed Preliminary Plat
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I. INTRODUCTION

This J & J PROPERTIES ADDITION project (the “**Addition**”) is proposed as a Planned Unit Development of roughly 350 acres, in Ward 8 of the City of Norman, within the Section between Franklin Road and Indian Hills Road, and 48th Avenue NW and 36th Avenue NW. The Addition will provide a variety of uses, including commercial, single family residential, multifamily residential, institutional, and open space passive recreational areas.

The Applicant is requesting an amendment to the 2025 land use plan, and a rezoning of the properties to Planned Unit Development (PUD), and is submitting a Rezoning Application, Preliminary Development Plan and Preliminary Plat.

This PUD District will allow the necessary greater flexibility in design to create a community with a variety of family unit and building types, a vibrant walkable commercial district that compliments the nearby residential, enhanced open space areas, and creative circulation patterns.

Upon completion, the PUD will provide more appealing residential and pedestrian designs than would otherwise be attainable under conventional practices and regulations of the development guidelines of the City of Norman. Therefore, flexibility in the design and construction of roads and lot sizes which help to provide a more distinct neighborhood concept is critical. This more efficient design of developed areas within the Addition will allow for uniquely large amounts of natural open space, which will enable the protection of more areas of the natural environment.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. Location

The Addition is located generally in an area within the Section that lies between Franklin Road to the south, Indian Hills Road to the north, 48th Street NW to the west, and 36th Street NW to the east.

B. Existing Land Use and Zoning

The property is currently zoned A-2 Rural Agricultural District. The site is currently primarily raw land, with the only uses being agricultural and one oil well. No buildings or habitable structures exist on the property. Norman 2025 has the site Land Use shown as Future Urban Service Area for Low Density Residential. To the south of the Addition is the Carrington Place Addition. To the northeast of the Addition is the Marlatt Addition. To the southeast of the Addition is the future proposed 160 acre Ruby Grant Park. Otherwise, all other

adjacencies and proximities are largely agricultural uses. The Addition lies within the Moore School District.

C. Elevation and Topography

The site consists of a variety of topographies, although generally of low slope. Generally the site drains to the east-southeast in varying degrees of slope. No portion of the site is in the FEMA 100-year flood plain.

D. Drainage

A Drainage Impact Analysis has been prepared to illustrate the detention requirements that are required and the solutions planned. A prominent feature of this Addition is that there are no plans for any sub-surface storm water piping or management, and thus the storm water facilities will provide a wonderful compliment visually and interactively with the walkable neighborhood. This Addition will strive to manage the storm water through environmentally natural methodologies and in an open manner that allows for such systems to be aesthetically complimentary to the overall development.

E. Utility Services

Many of the required utility systems for the project (including water, sewer, gas, telephone and electric) are currently located adjacent to, or in near proximity to, the section line boundaries of the Addition. The north side wastewater interceptor project is underway and an extension thereof is scheduled to be installed through the Addition. This extension of the wastewater sewer system will serve the Addition.

F. Fire Protection Services

Fire Protection services will be provided by the City of Norman Fire Department and by Owner provided building sprinkler systems where required by building codes in individual structures.

G. Traffic Circulation and Access

Primary vehicular access to the site would be provided by way of the section line roads that surround the Addition, specifically that being Indian Hills Road, Franklin Road, 36th Ave. NW, and 48th Ave. NW. The Norman 2025 Transportation Plan indicates the section line road of Indian Hills Road, Franklin Road, and 36th Ave. NW to be Urban Principal Arterials, and Norman 2025 indicates the western section line road of 48th Ave. NW to be of an Urban Minor Arterial.

A significant feature of this Addition is that the various components of the Addition are intended to be connected by walkable avenues. The different uses of commercial, residential, multifamily, and educational areas shall interconnect so that such uses can actively cross-participate without traveling outside of the PUD area, and thus without traveling into the section line roads that surround it.

All streets within the district are designed with short distances and thus will inherently calm traffic without the need for calming devices to be superimposed within the streets. The only collector streets in the Addition are planned for the short segments between the surrounding section line roads and the nearest interior streets as provided in separate exhibit.

As proposed, the Addition will have up to six (6) right of way intersections, plus private drive curb cuts, along 48th Ave., between Indian Hills and Franklin Road. The Addition will be allowed to have up to two (2) right of way intersections, plus private drive curb cuts, along Indian Hills Road.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Addition is comprised of several different sections that provide a variety of uses and characteristics. The Exhibits attached hereto are incorporated herein by reference and further depict the development criteria for each section. Each distinct section of different uses within the Addition is discussed separately below.

A. Single-Family District; Large Lots

This area of the PUD is 258.74 ac on the attached Preliminary Site Development Plan, as shown on EXHIBIT D hereto.

1. Lot Design

The purpose for the PUD is to extend the R-1 zoning provision and to allow for at least the following within this district:

- a. 10 foot front yard building setback line, with a 20 foot front yard setback for garage structures that face the street. This is intended to allow for the capability of living areas of the house to come forward and greet the streetscape ahead of the garage facades.
- b. 5 foot side yard building setback line.
- c. 10 foot rear yard building setback line, or setback to the utility easement along the back of yard if it is larger than the 10 feet.
- d. Lots to be at least 9,000 gross square feet in area with dimensions being generally 90 feet wide and 130 feet deep, but with such dimensions not being a requirement as lot dimensions can be widely varied throughout the Addition.
- e. Open space areas are located throughout the Addition and form an extensive feature of the project, and thus due to extensive common

area open space, impervious area coverage ratios of each lot in this district shall be allowed up to 75%.

2. Housing Construction

Homes in this district shall be standard construction, single family, detached homes. Houses will be of standard wood frame construction. Houses may be one or two stories, and may have attic storage areas and/or basement areas, with a total dwelling height not to exceed 35 feet at the eave. Each house shall have enclosed garages of two vehicles or more capacity.

The minimum square footage of habitable area requirements for structures in this district shall be 2,100 square feet. This minimum figure is for living space and does NOT include the area of garages, covered porches, patios, breezeways, and the like.

All the roofs shall be completed using shingles and shall be “weathered-wood” (gray in color) or the equivalent, or as approved by the Property Owner Association (“POA”) Architectural Review Committee. The roofs must have a minimum pitch slope of 4 on 12. All other roofs, along with all aspects of all exterior improvements made to any property in the Addition, must be approved by the Architectural Control Committee in writing prior to commencement of construction.

The principal exterior of any residential structure shall be at least fifty percent (50%) masonry and the other fifty percent (50%) balance of the exterior may be of frame, wood, shingles or other material, which must blend visually together with the masonry. or as approved by the POA Architectural Review Committee.

Up to one detached garage apartment and/or carriage house secondary house unit shall be allowed on no more than an aggregate total of fifty (50) lots within the Single Family residential districts throughout the Addition, so long as such structure:

- a. Is not taller in height than the main dwelling house, and such; and
- b. Does not have habitable conditioned area that is more than thirty percent (30%) of the area of the habitable conditioned space in the main dwelling house.

Swimming pools constructed on any lot in this district shall be enclosed by a fence that controls access to the pool. Such fencing may be as per the attached Exhibit F, or as per approved by the POA Architectural Review Committee provided it complies with building code.

3. Limited Discreet Business Activity Allowed

Within this District, home occupations will be allowed in a slightly greater intensity of use than as found in typical R-1 developments. Such business activity will be limited to types of businesses that do not require more than two customer or client parked cars at any given time. No retail activity or sales of merchandise would be allowed. Employees would be limited to one on-site worker and patronage would have to be by appointment only. Minimal, non-illuminated identification signage of no more than four (4) sf in area, attached to the surface of the Dwelling, would be allowed to denote the business being carried on within.

4. Clubhouse Lot.

A clubhouse, pool, and/or other related common area Property Owners Association amenities for the use of the property owners are planned within this district, at such time as the Developer determines in Developer's reasonable discretion that the market will support. The Clubhouse and pool facility will be constructed at such time as when at least sixty (60%) of the residential lots within this area of the Addition have been sold and permitted for construction of a dwelling.

B. Single-Family District; Small Lots

This area of the PUD is 24.57 ac. on the attached Preliminary Site Development Plan, as shown on EXHIBIT D hereto.

1. Lot Design

The purpose for the PUD is to extend the R-1 zoning provision and to allow for at least the following within this district:

- a. 10 foot front yard building setback line, with a 20 foot front yard setback for garage structures that face the street. This is intended to allow for the capability of living areas of the house to come forward and greet the streetscape ahead of the garage facades.
- b. 5 foot side yard building setback line.
- c. 10 foot rear yard building setback line, or setback to the utility easement along the back of yard if it is larger than the 10 feet.
- d. Lots to be at least 6,000 gross square feet in area with dimensions being generally 65 feet wide and 100 feet deep, but with such dimensions not being a requirement as lot dimensions can be widely varied throughout the Addition.
- e. Open space areas are located throughout the Addition and form an extensive feature of the project, and thus due to extensive common area open space, impervious area coverage ratios of each lot in this district shall be allowed up to 85%.

2. Housing Construction

Homes in this district shall be standard construction, single family, detached homes. Houses will be of standard wood frame construction. Houses may be one or two stories, and may have attic storage areas and/or basement areas, with a total dwelling height not to exceed 35 feet at the eave. Each house shall have enclosed garages of two vehicles or more capacity.

The minimum square footage of habitable area for structures in this district shall be 1,800 square feet. This minimum figure is for living space and does NOT include the area of garages, covered porches, patios, breezeways, and the like.

All the roofs shall be completed using shingles and shall be “weathered-wood” (gray in color) or the equivalent, or as approved by the POA Architectural Review Committee. The roofs must have a minimum pitch slope of 4 on 12. All other roofs, along with all aspects of all exterior improvements made to any property in the Addition, must be approved by the Architectural Control Committee in writing prior to commencement of construction.

The principal exterior of any residential structure shall be at least fifty percent (50%) masonry and the other fifty percent (50%) balance of the exterior may be of frame, wood, shingles or other material, which must blend visually together with the masonry. or the equivalent, or as approved by the POA Architectural Review Committee.

Up to one detached garage apartment and/or carriage house secondary house unit shall be allowed on no more than an aggregate total of fifty (50) lots within the Single Family residential districts throughout the Addition each lot within certain specific zones in the Addition, as shown on an Exhibit provided separately hereto, so long as such structure:

- a. Is not taller in height than the main dwelling house, and such; and
- b. Does not have habitable conditioned area that is more than thirty percent (30%) of the area of the habitable conditioned space in the main dwelling house.

Swimming pools constructed on any lot in this district shall be enclosed by a fence that controls access to the pool. Such fencing may be as per the attached Exhibit F, or as per approved by the POA Architectural Review Committee provided it complies with building code

3. Limited Discreet Business Activity Allowed

Within this District, home occupations will be allowed in a slightly greater intensity of use than as found in typical R-1 developments. Such business activity will be limited to types of businesses that do not require more than two customer or client parked cars at any given time. No retail activity or sales of merchandise would be allowed. Employees would be limited to one on-site worker and patronage would have to be by appointment only. Minimal, non-illuminated identification signage of no more than four (4) sf in area, attached to the surface of the Dwelling, would be allowed to denote the business being carried on within.

C. Multifamily District; Townhouses

This area of the PUD is 19.30 ac. on the attached Preliminary Site Development Plan, as shown on EXHIBIT D hereto.

1. Lot Design

The purpose for the PUD is to extend the RM-6 zoning provision and to allow for at least the following in this District:

- a. Zero foot front yard building setback line. This is intended to allow for the capability of living areas of the brownstone inspired townhouses to come forward and embrace the streetscape.
- b. Zero foot side yard building setback line.
- c. Zero foot rear yard building setback line, or setback to the utility easement along the back of yard if applicable.
- d. The density of this area of the PUD shall not exceed approximately sixteen (16) dwelling units per acre.
- e. Open space areas are located throughout the overall PUD Addition and form an extensive feature of the project, and thus due to extensive common area open space, there is no minimum open space ratio and impervious area coverage ratios of each lot in this district shall be allowed up to 90%.
- f. Recreation space for this district is intended to be included in the overall open space within the overall PUD, as it is intended that this district will be easily walkable and connected to the open spaces throughout the Addition.

2. Housing Construction

Townhouses in this district will be standard construction, townhouse attached homes. Houses will be of standard wood frame construction. Houses may be two or more stories, with a maximum eave height of 45 feet. Each dwelling unit shall have at least two parking spaces total, of which parking spaces may be provided in garages within or attached to

units and/or in common area shared parking lots. Parking lots in this area of the Addition shall be generally hidden behind the dwelling structures as related to the streets. Garages, where provided, shall be accessed from the rear of the dwelling units.

The minimum square footage of habitable area for structures in this district shall be 1,200 square feet. This minimum figure is for living space and does NOT include the area of garages, covered porches, patios, breezeways, and the like.

All roofs, along with all aspects of all exterior improvements made to any property in the Addition, must be approved by the Architectural Control Committee in writing prior to commencement of construction.

The principal exterior of any residential structure shall be at least fifty percent (50%) masonry and the other fifty percent (50%) balance of the exterior may be of frame, wood, shingles or other material, which must blend visually together with the masonry. or the equivalent, or as approved by the POA Architectural Review Committee.

3. Parking

Parking may be accommodated by way of garages within each townhouse, and/or by way of common area parking lots within the district, and/or by way of parallel parking along the streets within this district. It is intended that common area parking lots may also be utilized as shared parking with the commercial district to the north.

D. Multifamily District; Assisted Living

This area of the PUD is 16.42 ac. on the attached Preliminary Site Development Plan, as shown on EXHIBIT D hereto.

1. Lot Design

The purpose for the PUD is to extend the RM-6 zoning provision and to allow for at least the following in this District:

- a. 0 foot front yard building setback line.
- b. 5 foot side yard building setback line.
- c. 10 foot rear yard building setback line, or setback to the utility easement along the back of yard if it is larger than the 10 feet.
- d. The density of this area of the PUD shall not exceed approximately twelve (12) dwelling units per acre.
- e. Open space areas are located throughout the overall PUD Addition and form an extensive feature of the project, and thus due to extensive common area open space, there is no minimum open

space ratio and impervious area coverage ratios of each lot in this district shall be allowed up to 90%.

- f. Recreation space for this district is intended to be included in the overall open space within the overall PUD, as it is intended that this district will be easily walkable and connected to the open spaces throughout the Addition.

2. Housing Construction

This district is planned to be developed as a location for elder housing, either in a single large complex or a variety of building uses and sizes. Buildings may be one or more stories, with a maximum eave height of 45 feet. Garages may be included within any independent dwelling structures with one vehicle or more capacity.

The minimum square footage of habitable area for structures in this district shall be 800 square feet. This minimum figure is for living space and does NOT include the area of garages, covered porches, patios, breezeways, and the like.

All roofs, along with all aspects of all exterior improvements made to any property in the Addition, must be approved by the Architectural Control Committee in writing prior to commencement of construction.

The principal exterior of all buildings shall be at least fifty percent (50%) masonry and the other fifty percent (50%) balance of the exterior may be of frame, wood, shingles or other material, which must blend visually together with the masonry. or the equivalent, or as approved by the POA Architectural Review Committee.

3. Parking

Parking may be accommodated by way of garages within each dwelling where individual dwelling units are constructed, and/or by way of common area parking lots within the district, and/or by way of parallel parking along the streets within this district.

4. Ancillary Uses

In addition to the uses allowable under RM-6 designation, this area of the PUD will also allow commercial uses that are reasonably incidental to the operations of an assisted living complex, such as, but not limited to, beauty salon, coffee shop, gift shop, etc.

E. Commercial District

This area of the PUD is 19.14 ac. on the attached Preliminary Site Development Plan, as shown on EXHIBIT D hereto.

The Addition includes a vibrant walkable commercial area along the northern most part of the PUD, which is connected back into the medium and low density residential areas to the south. In essence, the commercial corner is to serve at least in part as the town center village of the residential community. The commercial area would feature walkable streetscapes, with minimal or no building setback lines in order to create an intimate pedestrian commercial feel to pedestrians passing by, and coming from, the homes in the Addition.

1. Uses Permitted.

The commercial area of the PUD is intended to allow for the following uses to be permitted:

- a. Any use that is permitted as a matter of right in the C-2, General Commercial District, in the City of Norman.
- b. Mixed-use building in which one or more dwelling units may be located on the upper floor(s) provided that at least the first floor use is a permitted use in C-1 districts.
- c. Live/work units, where a single space is used jointly for a permitted non-residential use as well as a residence for the owner or operator of the non-residential use.
- d. Notwithstanding the above, the following uses are prohibited in this Addition:
 - i. Adult oriented businesses
 - ii. Auto-oriented uses
 - iii. Building material storage yards
 - iv. Gas stations
 - v. Junk yards
 - vi. Kennels with outdoor runs
 - vii. Mini-storage facilities
 - viii. Outdoor display of merchandise shall not be permitted overnight
 - ix. Uses where the outdoor storage or display of products is the principal activity, such as new or used automobile sales lots.

2. Parking Count Requirements.

Within the commercial areas of the Addition, parking counts required by the City of Norman will be relaxed to the extent that the developer can present a reasonable plan of shared use for such facilities between users that typically fill them at different times. As just one example, office uses

within the commercial district that typically use the space during regular business hours only may share parking with the multifamily townhouse development to the south which likely will have minimal parking needs during regular business hours when residents are away at work. Such shared parking areas will only be required to be as large as is necessary for the one larger user, not for both at the same time. The goal is to provide maximum efficiency of paved areas and shared uses wherever possible to reduce the paved footprint in the Addition and maximize the improvements. Developer may regulate use of the shared parking areas by way of restrictive covenants and/or private cross-parking agreements. In addition, parallel parking may be allowed on the streets within the commercial district.

Off-street parking shall be generally located to the side or rear of non-residential buildings. Required parking for non-residential uses may be located in a common parking facility and/or garage, provided such facility is located within 200 feet (including rights-of-way) of the boundary line of the non-residential use.

3. Layout, Area and Height Requirements.

Setbacks:

- a. Side yard setback may be zero, except when buildings in this area of the Addition abut property zoned for single-family detached dwellings. In that case, side yard setback must be a minimum of five feet (5') for two story buildings, plus an additional five feet (5') for each additional two stories, or portion thereof.
- b. Rear yard setback may be zero, except when buildings in this area of the Addition abut property zoned for single-family detached dwellings. In that case, the rear yard setback must be a minimum of ten feet (10') for two story buildings, plus an additional ten feet (10') for each additional two stories, or portion thereof.
- c. Buildings should generally be constructed at the front property line, but may be set back up to ten feet (10') from the property line to accommodate for architecturally required indentations or for increased public sidewalk or plaza areas. Building step-backs are permitted above the second floor of any building.

There are no height restrictions in the commercial district.

Front facades of buildings shall be oriented toward commercial/main streets within the commercial tract, and must include an unlocked public entrance within this façade.

When buildings are located on corners, the entrance shall be located on the corner with appropriate building articulation, such as a chamfered corner, turret, canopy, or other similar building feature.

Blank unarticulated walls shall not be permitted along any exterior wall facing a street, parking area, or walking area. Such walls shall have architectural treatments that are the same as the front façade, including consistent style, materials, colors, windows, and details.

Open space areas are located throughout the overall PUD Addition and form an extensive feature of the project, and thus due to extensive common area open space, impervious area coverage ratios of each lot in this district shall be allowed up to 90%.

4. Fencing

Within the commercial area, any fencing that is visible from 48th Ave. NW and/or Indian Hills Road shall be constructed primarily from the same exterior materials of the commercial buildings the fences are associated with, or from ornamental metal, decorative masonry fencing, or natural living plant materials.

5. Loading/Service Areas

Any loading or service areas shall be located at the side or rear of the commercial buildings, and in such a manner that they are not visible from 48th Ave. NW and/or Indian Hills Road. Screening walls shall be built from similar material to the exterior of the primary façade of the commercial buildings, and/or living natural plants shall be located around the loading and service areas such that they are screened from any abutting residential lots. Applicant requests an alley waiver for the commercial areas in this Addition.

6. Dumpster and Trash Enclosures

Dumpsters shall be kept within an enclosure that is primarily constructed of similar exterior materials as the primary façade of the commercial building(s) it is associated with. Dumpsters may be shared between multiple property occupants and uses.

7. Outdoor storage

Outdoor storage of items in commercial areas of the PUD shall be screened such that they cannot be seen from any adjacent residential lots, or from 48th Ave. NW and/or Indian Hills Road. Outdoor storage of any

items shall not be allowed in any way that encroaches upon or interferes with fire lanes, drive lanes, or parking spaces.

8. Signage

All signage shall be in conformance with the City of Norman's sign codes, as amended from time to time, and comply with applicable C-2 commercial regulations. In addition, projecting signs perpendicular from the building structures are allowed as per section 18-504 of the City of Norman ordinances.

F. School District

This area of the PUD is 11.49 ac. on the attached Preliminary Site Development Plan, as shown on EXHIBIT D hereto.

The Addition includes along the west side adjacent to 48th Ave. NW, a site intended for a school, which will be within the Moore Public School District. It is the intention of the Developer that the school would have connectivity to the neighborhood by way of walkable streets and open spaces. The provisions of the City of Norman O-1, Office-Institutional District, and the special uses therein of Mixed use buildings, and child care centers, all without limitation, are incorporated herein as they relate to the school site.

Shared parking will be allowed between the school and the townhouse development to the north, to the extent a reasonable plan of reduced parking count and sharing ratios can be presented by the Developer.

G. Miscellaneous Development Criteria

1. Site Plan and Final Plat

The preliminary site development plans currently submitted with this PUD are entirely conceptual and speculative, as there are no certain specific plans for what will be built upon the time that building permit application is made. Consequently, this PUD will allow extensive flexibility in the final site planning of all lots in the Addition to integrate the user plans as the market brings them forward in the future. More certain and specific site plans and final plat will be submitted at a future time as they concern each part of the Addition. In addition, the lots within the PUD may be reasonably administratively altered in number, size, shape, and layout so as to accommodate the market at the time such lots develop.

2. Amenities

- a. Walking trail(s) will be constructed at various locations in and around the common areas of the Addition, with such trails being

built from hard surfaces and/or natural surfaces, and/or other suitable materials as appropriate to the location of the trail in the Addition.

- b. Park land will be provided as private park land within the Addition, and so long as such private park land is in excess of the amount that would have been required of public park land, then there will be no public requirement of park land or fee in lieu of.
- c. Open space and green space areas are located throughout the Addition and form an extensive feature of this project. Open space totals over approximately 60 acres, or over approximately 17% of the total site area.

3. Signage at Entryways

Each entrance to this Addition from the section line roads that surround the Addition may contain an entryway sign(s) designating the Addition. The sign(s) will conform to current City signage requirements. The sign(s) may be lit and landscaped with appropriate vegetation and planter boxes designed so as not to interfere with traffic sight lines. Vegetation may also be located in the traffic-calming device(s) at the entry(s).

4. Fencing

Fencing will be constructed along the perimeter of the Addition where there are residential lots abutting 48th Avenue NW and Franklin Road, and such fencing at these locations will be maintained by the applicable POA. Fencing may be constructed in other areas of the PUD as well in the discretion of the Developer. Construction material may be a combination of masonry, metal/iron, and wood. Construction of the fence may be phased along with the development of the PUD as the lots are built out.

All fencing within the Addition must be approved by the Architectural Review Committee of the POA.

5. Traffic access/circulation/parking and sidewalks

The PUD will have public streets to serve all residential lots. The access to the PUD will be from 36th Avenue NW from the east of the Addition, Franklin Road to the south of the Addition, Indian Hills Road to the north of the Addition, and 48th Avenue NW to the west of the Addition, and internal public streets. No private gates are planned. Landscape buffers will accommodate all City of Norman traffic department sight triangle requirements. All internal streets will have adequate circulation provided for the fire department and City Waste Management Services.

All sidewalks will be at least four feet (4') wide and provide adequate access to the buildings along with all project amenities. A five-foot wide City sidewalk will be provided generally along the section line roads that abut the Addition, constructed to City of Norman Standards.

Any trails within the Addition shall be excluded from any requirements to meet ADA guidelines as many of them are planned to follow the natural landscape and feature the natural beauty of the terrain and land.

6. 48th Ave. NW Right of Way Development

The 48th Avenue NW Right of Way shall be developed in accordance with the plans as shown on Attached Exhibit E.

As shown, the right of way on the east side of 48th Ave. NW shall be thirty three (33) feet in width to the east of the section line. Adjacent to that thirty three (33) foot right of way is a forty (40) foot wide DCP Pipeline easement which accommodates existing pipelines that extend parallel to the section line and that will remain in place. In order to provide space to allow for utilities to be installed by franchise holders to the east of the 48th Ave. section line, the Developer is providing an additional seventeen (17) foot wide utility, street, sidewalk, and drainage right of way easement immediately east of the pipeline easement.

The developer proposes to build a three-lane road (two travel lanes with a continuous center turn-lane) along 48th Avenue, which meets the definition of a minor arterial, in order to mitigate traffic impacts resulting from the number of street intersections that are proposed.

The three existing subgrade oil and gas pipelines shall remain in place within their existing easements. The pipeline easements will be shown as platted Open Space on the Final Plat of the PUD. The only surface and/or subsurface structures to be built by Applicant within the pipeline easements shall be, (1) driveways and/or streets, and (2) underground water and/or sewer lines, and (3) fences, all crossing the pipelines at approximately right angles, so as to continue to afford the right to access the property to and from the section line road, which by right Applicant and its predecessors in title have held since prior to the creation of any of said pipeline easements. Overhead utility lines will span the pipeline easements, at heights required by law, so that no pole supporting such overhead lines need be placed in the pipeline easements.

7. Development Phasing

The Addition may be developed in phases to begin as soon as the market demand will support. Market demand will be the determining factor in the

number of units constructed on lots, the number of lots developed at any given time, the progression of amenities that will serve the Addition, and all other aspects of sequence and timing in the development of the Addition, as determined by the Developer in Developer's discretion.

8. Lighting

All lighting over any common areas will be shielded from adjacent single-family homes. Decorative street lights will be allowed within the PUD, in the common areas, and along the streets of the PUD.

9. Sales Trailers

A temporary trailer will be allowed for use by sales representatives within each of the residential districts in the Addition. The trailer will have a parking area for customers per City specifications. The trailer will be removed within approximately twelve months after being on the site.

10. Property Owner Association

A mandatory POA will be created to maintain all common elements including the rights-of-way along all abutting section line roads, the intended pathways and all private open areas and improvements. The Developer may create one POA for the entire Addition, or may create one POA for the commercial districts and one POA for the residential districts in the Addition, with such decision being in the Developer's discretion. All aspects of all exterior improvements made to any property in the Addition, must first be approved in writing by the Architectural Control Committee of the applicable Property Owners Association prior to issuance of building permit and prior to commencement of any construction on any lot. The requirements set forth herein are not exhaustive or exacting as to the requirements that may be set forth by the Architectural Control Committee, which may be much more extensive, restrictive, and descriptive.

11. Open Space

Open space areas are located throughout the residential areas of the Addition. Open space totals approximately 69.03 acres in the Addition, or approximately 19.7% of the total Addition land area.

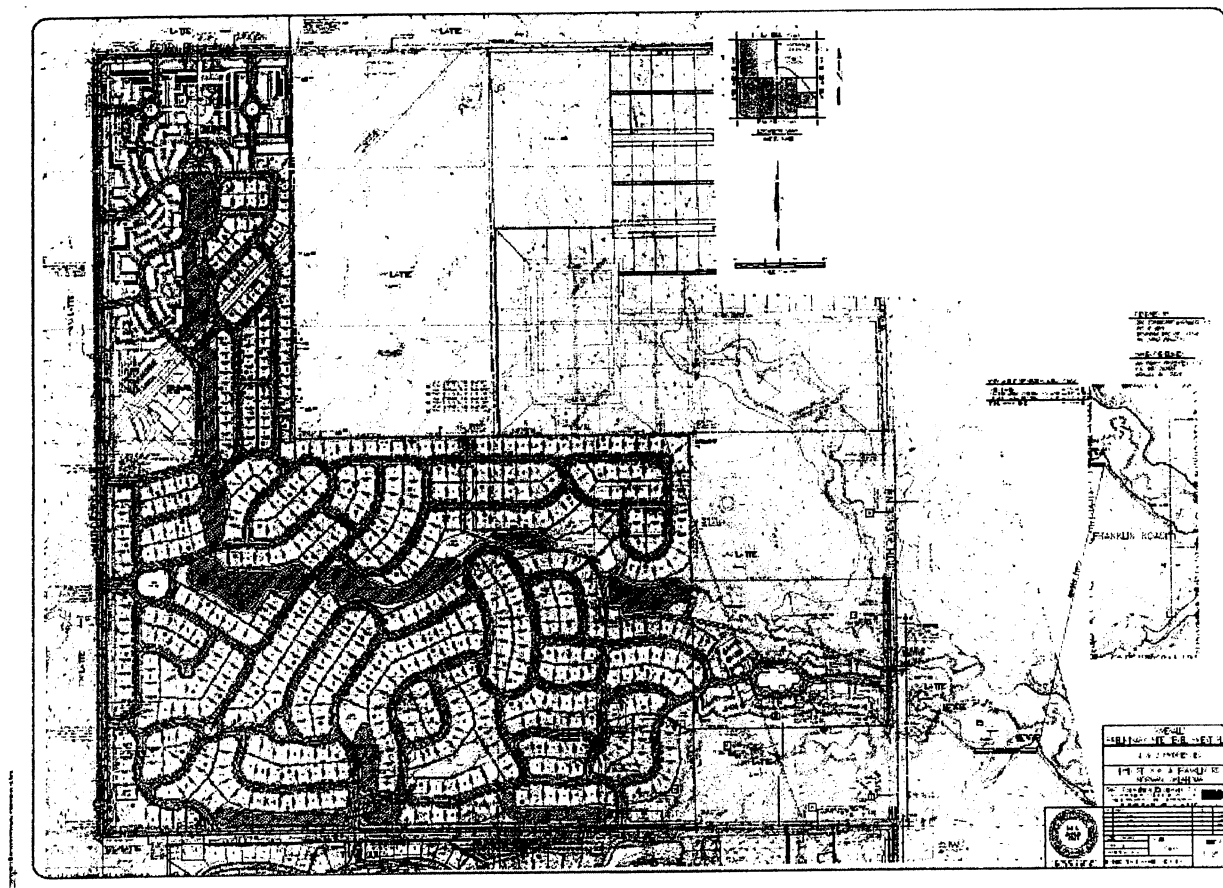
Addition open space and green space areas consist of planned walkways, trails, playground areas, and landscape/natural areas. The open spaces also include the areas planned for private park land and uses consistent with Park Land District are allowed for in the open space areas.

A mandatory property owners association will be formed in order to own the common open space areas, to privately manage and maintain the common areas of the Addition, and to provide heightened governance of the residents and construction within the Addition.

All lighting over any common area will be generally shielded from adjacent single-family homes.

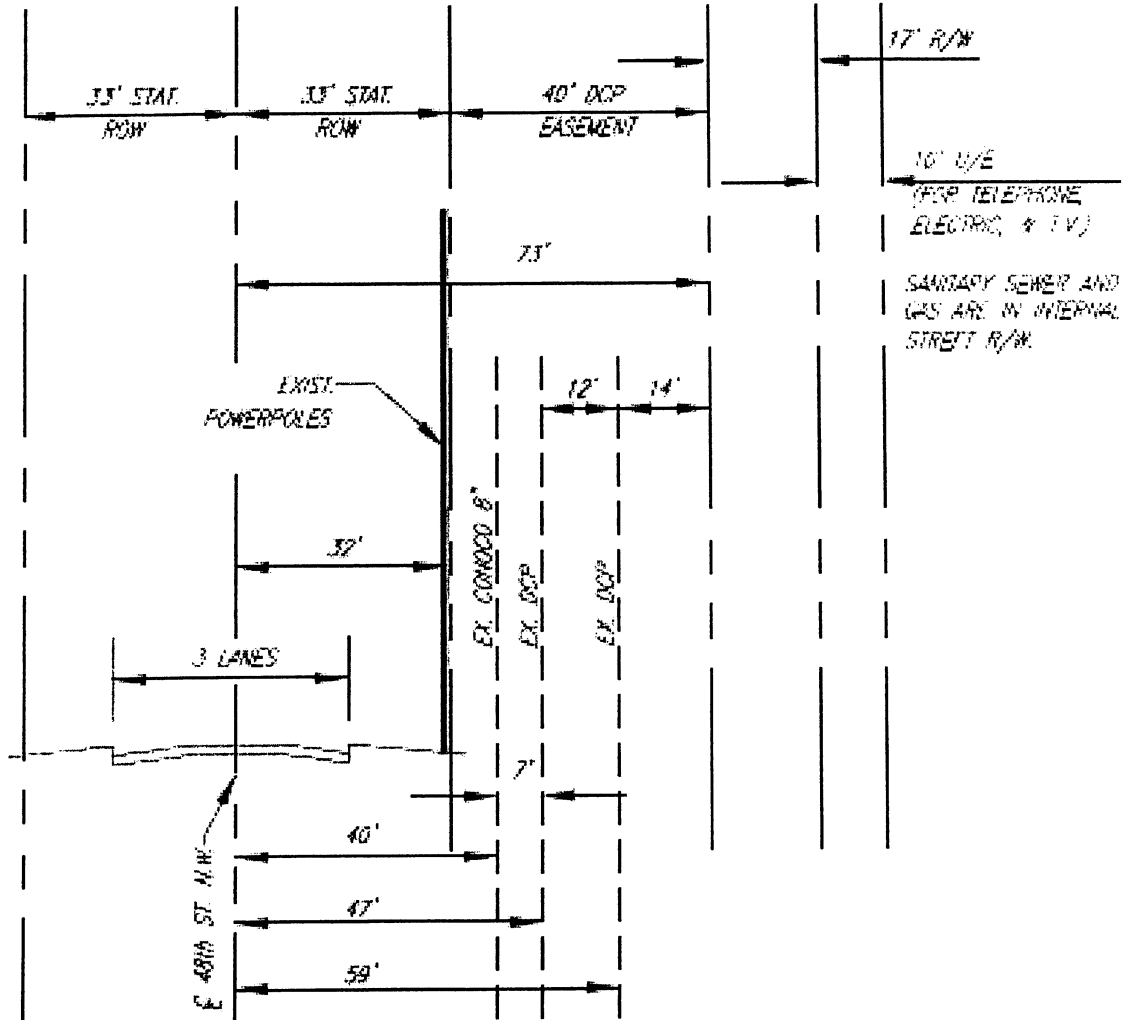
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EXHIBIT B
Proposed Preliminary Site Development Plan

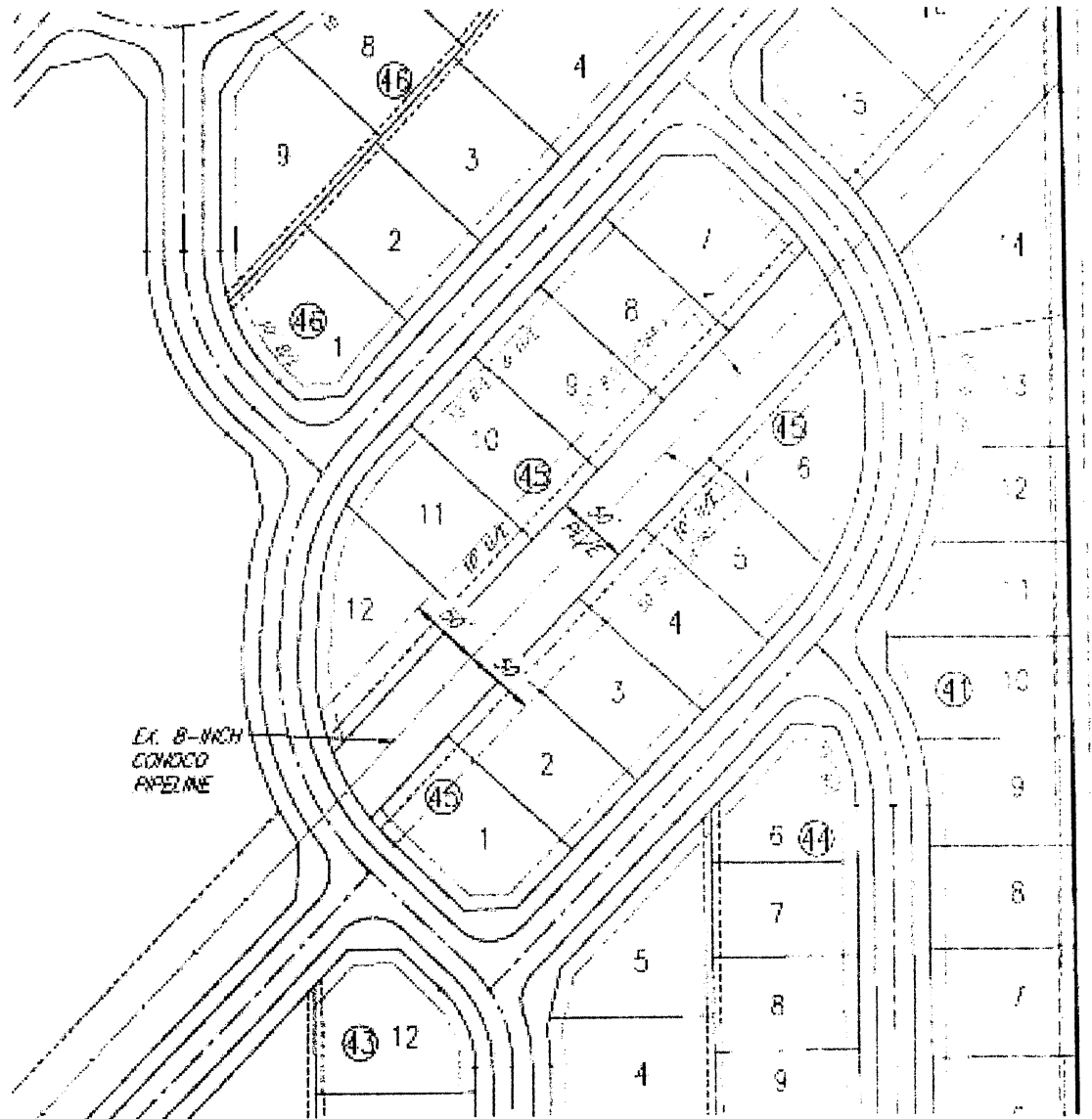


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EXHIBIT E
Proposed 48th Ave. NW Right of Way Development



PIPELINE EXHIBIT
 PLAN VIEW
 J & J PROPERTIES
 NORMAN, OKLAHOMA
 NOVEMBER 4, 2009

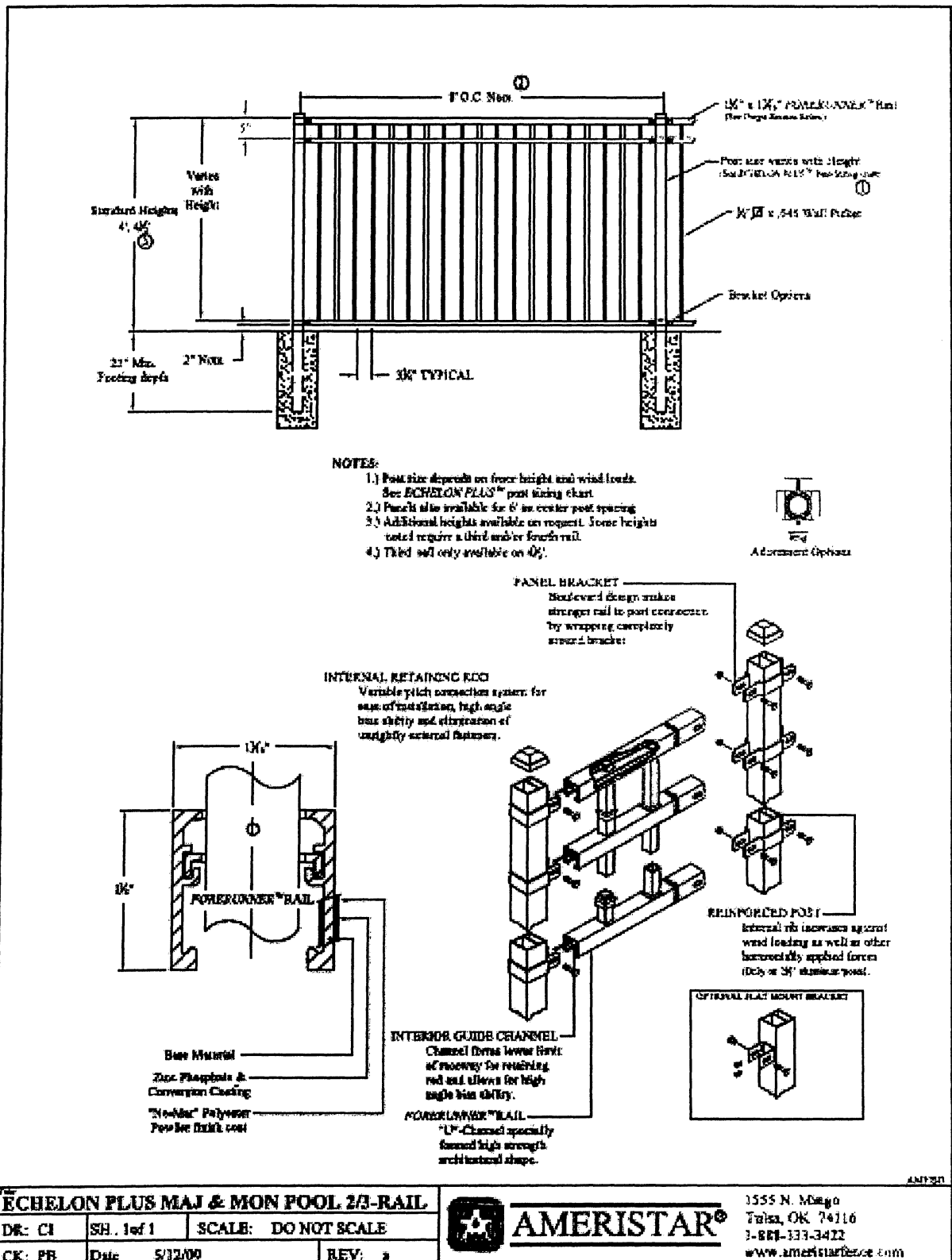


EX. 8-INCH
 CONCRETE
 PIPELINE

SCALE: 1" = 100'

EXHIBIT E
 3 of 3

EXHIBIT F **Proposed Fencing Around Swimming Pools in Single Family Districts**



ORDINANCE NO. O-0910-14

ITEM NO. 7b

STAFF REPORT

GENERAL INFORMATION

APPLICANT	J&J Properties, L.L.C.
REQUESTED ACTION	Rezoning to PUD, Planned Unit Development District
EXISTING ZONING	A-2, Rural Agricultural
SURROUNDING ZONING	North: A-2 East: A-2, R-1, RE South: A-2, R-1, C-1 West: A-2
LOCATION	Between Indian Hills Road and Franklin Road and between 48 th Avenue N.W. and 36 th Avenue N.W.
SIZE	350 acres more or less
PURPOSE	A Planned Unit development featuring open space, single family residential, commercial corner, elementary school, multifamily townhomes, and an assisted living center
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Vacant East: Large lot SF, Vacant South: Single-Family Dwellings West: Vacant

SYNOPSIS: The applicants have submitted a request for PUD zoning in order to develop a 350 acre parcel with a mixture of residential uses. The applicants have emphasized a “walkable” component that will connect the residential areas with an intensive mixed-use commercial area and a future elementary school. Substantial open space is spread throughout the subdivision that will provide alternative pathways while providing stormwater control. While most of the tract will be developed as a single-family subdivision, there are other uses identified including an Assisted Living Center (16.42 acres), a townhome area (19.3 acres), an elementary school site (11.49 acres), and a neighborhood commercial district (19.14 acres).

ANALYSIS: The particulars of this PUD include:

1. **USE** Most of the tract is devoted to single-family homes, with the largest area (258.74 acres) identified for larger lots (9000 square feet), as well as an area (24.57 acres) devoted to smaller lots (6000 square feet). Development restrictions in both areas will allow for a reduced front and rear yard setback of ten feet for the house, and twenty feet for any street-facing garage. An unusual feature is the allowance, although for only fifty lots (which are specified on the preliminary plat), of a “garage apartment” or “carriage house” in an effort to emulate some of the mixed use areas in the central core. Home businesses are also authorized in all residential units with up to one outside employee. Design flexibility is requested for the townhome area as well as the assisted living area, although the designs submitted are admittedly very preliminary.
2. **DESIGN** The street system has been deliberately designed in a circuitous manner, to minimize speeding traffic. No cul-de-sacs were incorporated into the design, which is a modified “grid pattern.” The PUD narrative incorporates some of the language that has been suggested in the new mixed use ordinance in an effort to make the commercial and townhome areas “walkable.” The proposed elementary school site was chosen so that it will be within walking distance for many of the homes in the development, while still maintaining a presence along 48th Avenue so that buses can readily transport children to the school with minimal impact on this neighborhood.
3. **OPEN SPACE** Almost sixty acres of private common open space are interspersed throughout the development, and will be used to provide an alternative walkway system that will connect all elements of the area to the school and neighborhood commercial center. While most of the open space incorporates stormwater detention, there are numerous small play areas that are unencumbered and available for use by children or adults.

4. **PARKING** All of the single-family structures will provide their own on-site parking. Some parking for the townhomes and commercial areas may be shared to minimize the amount of impervious area that is needed, reflecting a concept that is also addressed the proposed mixed-use ordinance.
5. **PHASES** Given the large size of this tract, multiple phases have been preliminarily identified. Early phases will occur along Franklin Road, where major entrances are aligned with Carrington Lakes Addition on the south side of the road. Development of the school may precipitate a change in phasing in that area. The assisted living area and the mixed-use commercial area will probably be some of the last phases. No development will occur until the needed sewer infrastructure is built and available for use.

ALTERNATIVES/ISSUES:

- **IMPACTS** Most of the surrounding uses are either large-lot residences or vacant tracts. The installation of urban sewer lines will allow this area to transition to more urban uses, in keeping the adopted 2025 Land Use Plan.
- **ACCESS** In order to minimize the traffic impact on arterial roads, this development proposes more intersections along 48th Avenue than would typically be allowed. To address those impacts, the developer proposes to construct a full three-lane road system (two through-lanes and a center turn lane) whenever development occurs along that segment of the tract. That design conforms with the designation of the roadway as a Minor Arterial.
- **SITE PLAN** In general, the Site Plan is preliminary. As final plats are submitted for those areas, site plans will be refined to more accurately reflect the actual proposed uses and lot arrangements, and will be in keeping with the general standards outlined in the PUD narrative.

OTHER AGENCY COMMENTS:

- **PARK BOARD** The Park Board reviewed the developer's proposal that the open spaces within this development be counted as private park land, as the proposed population does not reach the threshold which requires that a public park be dedicated. The Park Board unanimously concurred that dedication of a public park was not necessary in this instance, and recommended acceptance of their private park.

- **PUBLIC WORKS** The Traffic Engineer concurs with the requested variance to the number and spacing of street intersections along 48th Avenue.

STAFF RECOMMENDATION: This Planned Unit Development incorporates some of the elements of the proposed Mixed Use ordinance that is currently under review. Many of those elements are clearly present in the mixed commercial area and nearby townhome development. The school site has been integrated into the proposed neighborhood, and will be walkable from many of the proposed residences in the subdivision. The overall development represents a good blending of many of these newer concepts with a traditional single-family subdivision, while preserving a great deal of open space. Staff recommends approval of this rezoning request.

WILLIAM C. HENLEY, P.C.

ATTORNEY AT LAW

3280 Marshall Avenue, Suite 110

Norman, Oklahoma 73072-8032

(405) 329-8562

December 7, 2009

Planning and Community Development
City of Norman, Oklahoma
201 West Gray, Building A
Norman, Oklahoma 73069

Re: Notice of Request for Norman 2025 Land Use and Transportation Plan Amendment and Rezoning. Part of Section Three (3), Township Nine (9) North, Range Three (3) West of IM, Cleveland County, Oklahoma

To Whom Concerned:

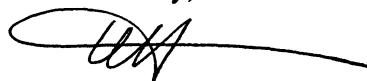
This letter is to advise you that I represent Robert A. Stoops and Carol L. Stoops and this letter is in response to the above referenced notice dated November 18, 2009, which was received by mail by my client on Thursday, December 3, 2009, with a response deadline of Monday, December 7, 2009.

Mr. and Mrs. Stoops had a previous engagement out of state, and have authorized me to advise you, on their behalf, that they hereby protest the rezoning of the property adjacent to theirs by J & J Properties, L.L.C.

I contacted your office and have been advised that because of the enormity of the project, J & J Properties, L.L.C. was not able to obtain everything they needed for the Planning Commission and City Council Meeting, and that the matter has been delayed a month, making the new deadline January 11, 2009. This will also give Mr. and Mrs. Stoops an opportunity to learn more details on this matter and better express their reasons for their opposition.

If you have any questions or if I can be of any further assistance to you, please do not hesitate to contact me.

Sincerely,



WILLIAM C. HENLEY

Attorney at Law

WCH/vlg
Enclosure

This agenda was posted in prominent public view at the Municipal Building, 201 West Gray, in Norman, Oklahoma, on:

DATE: 12-07-09

TIME: 4:56

SIGNATURE M. Le Flore
City Clerk's Office

STATEMENT OF SUPPORT

TO: Norman City Council
TO: City of Norman Planning Commission
TO: City of Norman Planning Department

We are the Applicant of the proposed zoning request by J&J Properties, L.L.C. for the roughly 350 acre development that is planned for generally between the streets of Indian Hills Road and Franklin Road, and 36th Ave. NW and 48th Ave. NW. Our proposal is for a development that will include a variety of proposed uses, such as single family homes, multifamily townhouses and assisted living, commercial areas, a school site, and extensive open spaces. We own additional nearby properties within the notification radius, and thus we hereby sign below, as related to those properties, in support of the proposed Planned Unit Development request, and respectfully request of you to adopt the proposal. Thank you very much for your consideration.

Signature: _____

By: Donald J. Kyte,
As Manager of J&J PROPERTIES L.L.C.

Date: December 2, 2009

List of the Property(s) we own within the notification radius:

22	3-9-3W 76.47 AC SW1/4 NW1/4 AND LOT 4 (NW1/4 NW1/4)	J & J PROPERTIES LLC	0 W INDIAN HILLS RD	PO BOX 720420 NORMAN OK 73070
23	3-9-3W 160 AC SW1/4	J & J PROPERTIES LLC	NOT SHOWN	PO BOX 720420 NORMAN OK 73070
26	3-9-3W 110.45 AC PRT 6E1/4 BEG 669.41 ft. N SE1/4 W1323.65 ft. S660.14 ft. W1322.80 ft. N204.34 ft. E1326.99 ft. S990.14 ft. E1325.94 ft. S888.82 ft. POB	J & J PROPERTIES LLC	NOT SHOWN	PO BOX 720420 NORMAN OK 73070
29	4-9-3W 40 AC NE1/4 SE1/4	J & J PROPERTIES LLC	NOT SHOWN	PO BOX 720420 NORMAN OK 73070
30	4-9-3W 39 AC SE1/4 SE1/4 LESS BEG SE1/4 W208.75 ft. N208.75 ft. E208.75 ft. S208.75 ft. POB	J & J PROPERTIES LLC	NOT SHOWN	PO BOX 720420 NORMAN OK 73070

STATEMENT OF SUPPORT

TO: **Norman City Council**
TO: **City of Norman Planning Commission**
TO: **City of Norman Planning Department**

We are familiar with the proposed zoning request by J&J Properties, L.L.C. for the roughly 350 acre development that is planned for generally between the streets of Indian Hills Road and Franklin Road, and 36th Ave. NW and 48th Ave. NW. We understand that the proposal is for a development that will include a variety of proposed uses, such as single family homes, multifamily townhouses and assisted living, commercial areas, a school site, and extensive open spaces. As owners of nearby property that is within the notification radius, we hereby sign below in support of the proposed Planned Unit Development request, and respectfully request of you to adopt the proposal. Thank you very much for your consideration.

Signature: _____

By: _____

As Managing Partner of LANDMARK FINE HOMES, LP

Date: December 23, 2009

List of the Property(s) we own within the notificaton radius:

67	CARRINGTON PLACE SEC 6 LOT 10 BLOCK 2	LANDMARK FINE HOMES LP	4528 MOORGATE DR	1400 N PORTER NORMAN OK 730718604
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STATEMENT OF SUPPORT

TO: Norman City Council
TO: City of Norman Planning Commission
TO: City of Norman Planning Department

We are familiar with the proposed zoning request by J&J Properties, L.L.C. for the roughly 350 acre development that is planned for generally between the streets of Indian Hills Road and Franklin Road, and 36th Ave. NW and 48th Ave. NW. We understand that the proposal is for a development that will include a variety of proposed uses, such as single family homes, multifamily townhouses and assisted living, commercial areas, a school site, and extensive open spaces. As owners of nearby property that is within the notification radius, we hereby sign below in support of the proposed Planned Unit Development request, and respectfully request of you to adopt the proposal. Thank you very much for your consideration.

Signature: _____

By: Richard M. Kowen
 As Manager of CARRINGTON PLACE, L.L.C.

Date: December 24, 2009

List of the Property(s) we own within the notificaton radius:

45	CARRINGTON PLACE ADDN SEC 5 BLK A COMMON AREA	CARRINGTON PLACE LLC	NOT SHOWN	C/O CARRINGTON PL 5 ASSN 429 E ROBINSON ST STE B NORMAN OK 73071
46	CARRINGTON PLACE ADDN SEC 5 BLK B COMMON AREA	CARRINGTON PLACE LLC	3899 PIMLICO AVE	C/O CARRINGTON PL 5 ASSN 429 E ROBINSON ST STE B NORMAN OK 73071
47	CARRINGTON PLACE ADDN SEC 5 BLK C COMMON AREA	CARRINGTON PLACE LLC	4701 PIMLICO AVE	C/O CARRINGTON PL 5 ASSN 429 E ROBINSON ST STE B NORMAN OK 73071
50	CARRINGTON PLACE SEC 6 LOT 3 BLOCK 1	CARRINGTON PLACE LLC	4525 MOORGATE DR	1320 N PORTER NORMAN OK 73071
52	CARRINGTON PLACE SEC 6 LOT 5 BLOCK 1	CARRINGTON PLACE LLC	4521 MOORGATE DR	1320 N PORTER NORMAN OK 73071
56	CARRINGTON PLACE SEC 6 LOT 9 BLOCK 1	CARRINGTON PLACE LLC	4428 CANNON DR	1320 N PORTER NORMAN OK 73071
58	CARRINGTON PLACE SEC 6 LOT 11 BLOCK 1	CARRINGTON PLACE LLC	4421 CANNON DR	1320 N PORTER NORMAN OK 73071
60	CARRINGTON PLACE SEC 6 LT 13A BLK 1	CARRINGTON PLACE LLC	4413 CANNON DR	1320 N PORTER NORMAN OK 73071
62	CARRINGTON PLACE SEC 6 LT 15C BLK 1	CARRINGTON PLACE LLC	4405 CANNON DR	1320 N PORTER NORMAN OK 73071
63	CARRINGTON PLACE SEC 6 LOT 1 BLOCK 3	CARRINGTON PLACE LLC	4516 MOORGATE DR	1320 N PORTER NORMAN OK 73071
65	CARRINGTON PLACE SEC 6 LOT 3 BLOCK 3	CARRINGTON PLACE LLC	4506 MOORGATE DR	1320 N PORTER NORMAN OK 73071

69	CARRINGTON PLACE SEC 6 COMMON OPEN SPACE F	CARRINGTON PLACE LLC	4598 MOORGATE DR	1320 N PORTER NORMAN OK 73071
70	CARRINGTON PLACE SEC 6 COMMON OPEN SPACE G	CARRINGTON PLACE LLC	4758 MOORGATE DR	1320 N PORTER NORMAN OK 73071

71	CARRINGTON PLACE SEC 6 COMMON OPEN SPACE H AND COMMON AREA K	CARRINGTON PLACE LLC	NOT SHOWN	1320 N PORTER NORMAN OK 73071
72	CARRINGTON PLACE SEC 6 COMMON OPEN SPACE I	CARRINGTON PLACE LLC	4795 MOORGATE DR	1320 N PORTER NORMAN OK 73071
73	CARRINGTON PLACE SEC 6 COMMON OPEN SPACE J	CARRINGTON PLACE LLC	4290 FRANKLIN RD	1320 N PORTER NORMAN OK 73071
74	10 9 3W 21.49AC PRT NW/4 BEG 435.60'E NW/4 NW/4 E106.07' S185.50' E150' N165.60' E631.23' S185.72' ... (INCLUDES CARRINGTON PLACE B)	CARRINGTON PLACE LLC	NOT SHOWN	1320 N PORTER NORMAN OK 73071

STATEMENT OF SUPPORT

TO: Norman City Council
TO: City of Norman Planning Commission
TO: City of Norman Planning Department

I am familiar with the proposed zoning request by J&J Properties, L.L.C. for the roughly 350 acre development that is planned for generally between the streets of Indian Hills Road and Franklin Road, and 36th Ave. NW and 48th Ave. NW. I understand that the proposal is for a development that will include a variety of proposed uses, such as single family homes, multifamily townhouses and assisted living, commercial areas, a school site, and extensive open spaces. As owner of nearby property that is within the notification radius, I hereby sign below in support of the proposed Planned Unit Development request, and respectfully request of you to adopt the proposal. Thank you very much for your consideration.

Signature: Elizabeth McKown
ELIZABETH MCKOWN

Date: December 24, 2009

List of the Property(s) we own within the notificaton radius:

61	CARRINGTON PLACE SEC 6 LT 14E BLK 1	MCKOWN RICHARD R & ELIZABETH A	4409 CANNON DR	1320 N PORTER NORMAN OK 73071
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STATEMENT OF SUPPORT

TO: Norman City Council
TO: City of Norman Planning Commission
TO: City of Norman Planning Department

We are familiar with the proposed zoning request by J&J Properties, L.L.C. for the roughly 350 acre development that is planned for generally between the streets of Indian Hills Road and Franklin Road, and 36th Ave. NW and 48th Ave. NW. We understand that the proposal is for a development that will include a variety of proposed uses, such as single family homes, multifamily townhouses and assisted living, commercial areas, a school site, and extensive open spaces. As owners of nearby property that is within the notification radius, we hereby sign below in support of the proposed Planned Unit Development request, and respectfully request of you to adopt the proposal. Thank you very much for your consideration.

Signature: _____

By: _____

As Manager of L&S DEVELOPMENT, LLC

Date: January 11th, 2010

List of the Property(s) we own within the notification radius:

34	39 3W 48 02AC SE/4 NW/4 AND GOV'T LT 3 (NE/4 NW/4) LESS BEG NEXC NW/4 W980' S1333.47' E980' N1333.47' POB	L & S DEVELOPMENT LLC	NOT SHOWN	221 48TH AVE NW NORMAN OK 730724443
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STATEMENT OF SUPPORT

TO: Norman City Council
TO: City of Norman Planning Commission
TO: City of Norman Planning Department

I am familiar with the proposed zoning request by J&J Properties, L.L.C. for the roughly 350 acre development that is planned for generally between the streets of Indian Hills Road and Franklin Road, and 36th Ave. NW and 48th Ave. NW. I understand that the proposal is for a development that will include a variety of proposed uses, such as single family homes, multifamily townhouses and assisted living, commercial areas, a school site, and extensive open spaces. As owner of nearby property that is within the notification radius, I hereby sign below in support of the proposed Planned Unit Development request, and respectfully request of you to adopt the proposal. Thank you very much for your consideration.

Signature:


SASSAN K. MOGHADAM

Date: January 11th, 2010

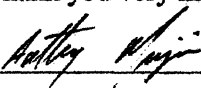
List of the Property(s) we own within the notification radius:

34 10 3W 40AC PRT W/2 SW/4 BEG SW/4 W/2 SW/4 N661.83' E659.28' S661.30' W659.71' POB AND BEG 1323.65' N SW/4 W/2 SW/4 N1223.67' E1315.79' S660.76' E658.55' S661.30' W658.80' POB	MOGHADAM SASSAN K	NOT SHOWN	221 48TH AVE NW NORMAN OK 73072
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STATEMENT OF SUPPORT

TO: Norman City Council
TO: City of Norman Planning Commission
TO: City of Norman Planning Department

We are familiar with the proposed zoning request by J&J Properties, L.L.C. for the roughly 350 acre development that is planned for generally between the streets of Indian Hills Road and Franklin Road, and 36th Ave. NW and 48th Ave. NW. We understand that the proposal is for a development that will include a variety of proposed uses, such as single family homes, multifamily townhouses and assisted living, commercial areas, a school site, and extensive open spaces. As owners of nearby property that is within the notification radius, we hereby sign below in support of the proposed Planned Unit Development request, and respectfully request of you to adopt the proposal. Thank you very much for your consideration.

Signature: 

By: ANTHONY MIRZAIIE.
As Manager of WESTPOINT DEVELOPERS, L.L.C.

Date: December _____, 2009

List of the Property(s) we own within the notificaton radius:

34	34.10 3W/35.11 AC PRT E/2 SW/4 BEG 740.69'W SE/C N2649' W579.31' S2649' E579.31' POB	WESTPOINT DEVELOPERS LLC	NOT SHOWN	2731 S I-35 SERVICE RD MOORE OK 73160
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Item No. 7, being:

CONSIDERATION OF A REQUEST SUBMITTED BY J&J PROPERTIES, L.L.C., FOR A TRACT OF LAND GENERALLY LOCATED BETWEEN INDIAN HILLS ROAD AND FRANKLIN ROAD AND BETWEEN 36TH AVENUE N.W. AND 48TH AVENUE N.W.

7a. RESOLUTION NO. R-0910-72 – J&J PROPERTIES, L.L.C., REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN (LUP-0910-3) FROM FUTURE URBAN SERVICE AREA TO CURRENT URBAN SERVICE AREA AND FROM LOW DENSITY RESIDENTIAL DESIGNATION TO COMMERCIAL (TRACT 1), HIGH DENSITY RESIDENTIAL (TRACT 2), AND MEDIUM DENSITY RESIDENTIAL (TRACT 4) ON PORTIONS OF THE PROPERTY GENERALLY LOCATED BETWEEN INDIAN HILLS ROAD AND FRANKLIN ROAD AND BETWEEN 36TH AVENUE N.W. AND 48TH AVENUE N.W.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report

7b. ORDINANCE NO. O-0910-14 – J&J PROPERTIES, L.L.C., REQUESTS REZONING FROM A-2, RURAL AGRICULTURAL DISTRICT, TO PUD, PLANNED UNIT DEVELOPMENT, FOR PROPERTY GENERALLY LOCATED BETWEEN INDIAN HILLS ROAD AND FRANKLIN ROAD AND BETWEEN 36TH AVENUE N.W. AND 48TH AVENUE N.W.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. PUD Narrative
4. Protest Letter from William C. Henley

7c. CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY J&J PROPERTIES, L.L.C., (SMC CONSULTING ENGINEERS) FOR J&J PROPERTIES ADDITION, GENERALLY LOCATED BETWEEN INDIAN HILLS ROAD AND FRANKLIN ROAD AND BETWEEN 36TH AVENUE N.W. AND 48TH AVENUE N.W.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Preliminary Site Development Plan
6. Oil Well Site Plan
7. Alley Waiver Request for Commercial areas
8. Variance request for street requirements

PRESENTATION BY STAFF:

1. Doug Koscinski – I'd like to introduce the item. There are multiple parts to this request. The first is a complicated Land Use Plan change. Currently the tract is designated for Future Urban Service. Obviously, we're laying sewer lines so that is ripe for change. The entire tract will be changed to Current Urban Service Area, as well as adding the multiple densities and uses, which were not foreseen at the time the Plan was adopted; it was simply designated for future residential use. In addition, there is the rezoning that accompanies this. It's a very large tract, approximately 350 acres. They're asking for about 20 acres of commercial, some multi-family, an assisted living center, but the overwhelming majority of the tract is proposed for various residential uses on different size lots. Rezoning is to a PUD, because there are several design changes within that residential area that they would like to implement. There are reduced setbacks, as an example, and increased amounts of impervious area that would be allowed. There are some unusual features, such as some of the units would be allowed to have garage apartments, and there's a relaxed provision for home businesses. Those would be allowed in both of the residential areas. There is a great deal of open space. They've tried to pick up on some of the mixed use concepts that the Planning Commission has seen, but this is not completely in concert with that proposed mixed use ordinance; it is reflecting that, but it does not follow all of those ordinance provisions. We received several letters of support and one letter of protest from an individual on the east side of the tract; total protests are about 3.9% and total support is 44.3%. Staff does recommend approval of the Plan change, the rezoning, and ultimately the preliminary plat that goes with it, as well as the site development plan.

PRESENTATION BY THE APPLICANT:

1. Sean Rieger, 136 Thompson Drive, representing the applicant – This is J&J Properties Addition, a Planned Unit Development. It is a 350-acre tract in northwest Norman. The people that have worked on this project have worked for months on what is a large project, and we're very proud of the result. We spent months working with staff and neighbors and many of the concepts that you're going to see in this. At the bottom of the screen, you see all those green lines; those are sewer lines. But you don't see any at the top. There was not a sewer solution previously, but there is now; by August of this year, there will be a main line interceptor that will come right up through this site, so that is why this site is now ready and available for sewer service to develop and build out. You see the blue on the right. There's fairly significant blue on the gentleman's property that protested, and just off the right side, where we're not developing, but within our tract there's a little bit of blue as well. As Doug mentioned, the current 2025 is Low Density Residential/Future Service Area. Now it's Current Service Area with the sewer line. I think what's important to note is, as the staff report noted, even though we're showing some multi-family and commercial, the overall density, because of the way we've designed it, is really very similar to what would be Low Density Residential throughout the entire tract; we've maintained similar densities.

This is an aerial looking at that tract. It is a fairly flat tract of land. You can see I-35 across the top and the roads that surround it. There's one addition up here that's a

little two-acre Residential Estates addition that is on septic sewer. Otherwise really fairly uninhabited raw land. Some quick views around the site. This is from Franklin Road looking into the northwest of the site. The bottom is Franklin Road looking west. You see the existing Carrington Place Addition on the left and to the right is our proposed site. This is looking west off Franklin Road, over 48th Avenue, out into the 10 Mile Flats Conservation Area. We are very proud of one aspect of this project. Just off the right corner over there is going to be the community center for the large tract single-family development with a pool and a community center that will look out over this 10 Mile Flats area; it will be a stunning view for the neighborhood as they have their functions at that site. At the bottom is the view back into it from that two-acre residential development to the northwest. This is the preliminary plat – hard to see at that scale, so I'm not going to spend much time on these drawings. We'll look at them in more detail in just a moment. Site development plan. It is important to note the phasing of this. This is a large development and it will take many, many years to go through the phasing of this project. Generally speaking, it will start from the bottom and progress out from the bottom center of the site so that we continue the Carrington Place Addition, basically, northward. The commercial site, of course, would probably be the last to develop many years out; we have to get the population up into the area first before it can sustain a commercial development, so that's probably the last part to be developed.

This is a slide I want to spend a few minutes on, because this is really a good highlight of the remarkable features of this project – the open space. I've stood in front of you before with the same team of designers and I've shown you open space many times. It seems like it gets better and better every time I do it. I think the last couple ones I've done were 17% open space; we're now up to 19.7% open space – over 60 acres of open space across this site. 19% of that site is green open space – common area open space. The water acreage is about 18 acres – 5%. A vast trail system takes us throughout this site into those green areas and connects the commercial at the top down into the residential. When you look at this slide, what I want you to notice is this spine going vertically up into that segment. That is a pure connection up into the commercial so that we have connectivity. If you want to get to a store up at the top, you simply walk the sidewalks and the trails that will take you up through that open space, get to the store, and come back to your residential unit. I don't think we've seen many like that before in Norman ever. Usually you have to travel out onto the section line road, walk or drive up, and then come back into the commercial site. This makes an intense effort to bring you up through the site, through that open space, through that spine, and take you into the commercial center – truly a town center village at the top of the site. In a moment, I'm going to show you some conceptual pictures of just how beautiful that will be.

This shows some of the parks discussion. I think in your report you saw that we were at the Parks Board a couple of times. Frankly, the first time we were there, they asked us to come back with an additional concept of some playing fields. We were happy to do that, and I think we have a better project from doing that. If you follow my pointer, we expanded a few areas in the open space to make sure that they are worthy of playing ball on for some Little League T-ball practices and things like that. You see

them outlined in red. Those are roughly an acre in size and they dot right through the middle of that community. The Parks Board basically asked us to provide some of those spaces, in addition to the open space and the passive recreation space. We were happy to do it, and when we came back and showed them that concept, they unanimously approved of this project. We're grateful to them for giving us the second opportunity to do that. Walkable connectivity is a major concept in this site.

One other issue that's important in this development is that we're proposing that all of the stormwater be controlled basically on the surface. Very, very minimal underground piping of stormwater. There's some tremendous benefits to that. When the water travels through a pipe under the ground, it certainly doesn't permeate back into the ground and it certainly is not filtered by anything. Think of the water that's coming off the parking lots of the commercial addition entering into this stormwater canal network and coming over to here. If it was to go that whole distance in a pipe, none of it would have gone into the ground and none of it would have been filtered. Under this concept, there's a pretty good chance that significant amounts of it will be filtered before it gets there and probably will permeate back into the ground.

One of the things that I think is visually really impressive about this slide is the significant effort that the designers put into the spines of walkability. In the upper left, right up and down through the middle of that site is a significant walkable corridor of open space. And then if you follow my pointer east to west, it connects right through the middle of the site again, so that we're not on the edge, we're not around the perimeter, we're not going up section lines. We're going right through that site with beautiful traverses of stormwater and trails and things for the neighborhood to see. Some more details I want you to notice. These streets bring you right up to those open spaces - to those ponds - really a beautiful network of streets that bring you right up to those trails and the open space. A significant amount of energy went into the design of that neighborhood to make that happen.

This is a little closer look at those sites. This is the vast majority of this project. These are what we call the large lot single-family residences. They really are large lot, in the sense that about 90 feet wide by 130 feet deep is probably the average lot; that's almost 12,000 square feet. That is large in Norman. In an R-1, single-family development you can develop down to 6,000 square feet per lot, so a 12,000 square foot lot is getting quite large. That's why the densities of this project are not as intense as they may seem to be, because we have pretty large lots.

The clubhouse/community center is on the corner. Again those little private parks you see dotted throughout it, and the sidewalks and streets that are curvilinear throughout the addition.

On the east end is the assisted living center. As much of the commercial and multi-family is conceptual at this point, but that would be the entry way from the east, really just a small part of this project.

This is a closer look at the upper left or northwest corner of the project. This is the more intense part of the project in that you have the commercial at the top, you have what we call single-family small lot right down the side. Those, too, though, are not that small, actually. We're talking 8,000 to 9,000 square foot lots there; that's still a fairly decent size lot. A school site right here; a lot of great design work is happening

on that. Townhomes or brownstone development at the left side. All of this happens around that wonderful corridor of open space right through the heart of it. Some of the key features will be right at the edge of that. Here is the community center for the townhomes.

I'll spend a couple of minutes on the elementary school. This development is in the Moore Public School System district. The work that has gone into this is to coordinate with them to make this a K-5 elementary school site. This is about a 12-acre site. To give you an idea of the size, Monroe is about a 12-acre site; Cleveland School in Norman is about a 12-acre site, so we're roughly the same size as those sites. Moore has been very receptive to that. Of course, it's all contingent on whether their voters will vote for a bond issue to build it, so there's no way for us to confirm that it would pass that vote. They're looking at some significant architectural work on that site, perhaps LEED certified and some other issues.

That is the mixed use commercial corner. To give you some perspective on that, when we first wrote the PUD, we said we're going to do a mixed use corner up there. Staff challenged us and asked us to take a closer look. We went back to the drawing board and we integrated some of the concepts from the proposed mixed use ordinance. Some of the things we integrated were articulated buildings and setbacks - we brought the buildings right up to the street. These buildings come right up to the streetscape so they greet the street. We put the parking behind all the buildings. We have courtyards. We have a number of aspects of the mixed use ordinance we pulled out of the ordinance and put into this plan. We have restrictive uses - no automobile oriented uses can be put onto the project. We're proud of the efforts we went through to forward some of those mixed use concepts.

What I want to show you is some of the vision. This has been a great deal of work by the design team and Richard McKown. He's put these together and this should give you some sense of what we're talking about with the walkability and the streetscape and bringing those buildings to the forefront of the community. You can see at the top that is looking south - a bird's eye perspective of the town center on the north. It shows you the courtyards in the middle. It shows you the buildings brought right up to the street. The two-story aspect. Mixed use; perhaps residences on the top, and retail and commercial on the bottom. Some of those concepts are very adamantly put forward in this project. On the right, another courtyard scheme with the buildings looking out into it. Walkable, again. This is really a view of the townhomes - the brownstone project on the west side, just south of the commercial sector. You can really see the buildings come right up to the street. It reminds me a lot of some architecture in the larger cities, even London and New York. You can see at the bottom very walkable; in fact, I kind of thought that car looks almost odd there, it's such a neighborhood friendly walkable district. I know Richard has even gotten into some of the detailing. You see this string of trees; we've even looked at how the stormwater moves around on a parking lot. Right now you have little islands that have curbs around them and you're starving the trees of water. But if you can remove the curbs and bring that stormwater to the tree base and actually let it flow into that tree, you can water the tree and permeate the water back into the ground. That level of detail has been thought about already on this project.

I want to close with some images of Carrington Place, the first addition to the south. What you have before you tonight is not Carrington Place Two, but it is a project that has taken a lot of what they learned on Carrington Place and taken it to the next generation: larger ponds, more of the mixed use concept. Carrington Place, for instance, has a commercial corner, but it's not connected; we connected. We've learned a great deal from Carrington Place and we've brought that into this project. I think you can see the sense of what we're looking to accomplish. Trails with beautiful streetscapes, beautiful trail networks going through the neighborhood, places for kids to fish for instance, places for kids to run around and get them out into the neighborhood and into the community. Even pavilions that would be dotted throughout the addition at a few spots. The slide on the upper left I thought was really a wonderful approach in that so often we drive down section lines and we see the fences on the section line and the community sidewalk on the outside of that fence. What you're seeing on the top there is a concept they integrated into Carrington Place and that they look to do in this addition as well, which is they brought that public sidewalk in behind the fence. So they've invited the community in. We haven't just walled them off, and that sidewalk goes in and out of Carrington Place. That's what they plan here as well.

So we're very proud of this project. These kinds of projects don't come to you quickly. They don't come to you without a lot of work. I can tell you we were supposed to be in front of you in December. Staff frankly said we like the project, but we would like you to wait a month so that we can make sure we have this just right. Well, I'll tell you the truth, we weren't very happy about that. We wanted that Christmas present. But we said okay. We waited for this month and we're glad we did. We think we have a better project. We're very appreciative to have a glowing recommendation from staff. I think they like it. I think it has worked out well and tonight we're here with their recommendation. I just want to read a couple of quotes from that. As to the 2025 Plan, they said the "conversion from Future to Current Urban Service Area is warranted. The mix of residential densities lies within the expected range of low-density development, and the inclusion of a neighborhood commercial area is justified . . . Staff is able to support this amendment to the 2025 Plan, as submitted." And as to the zoning, many mixed use "elements are clearly present in the mixed commercial area and nearby townhome development . . . The overall development represents a good blending of many of these newer concepts . . . while preserving a great deal of open space. Staff recommends approval of this rezoning request."

And so, with that, I thank you very much. I thank staff once again. They've worked well with us and we appreciate that. I'd be happy to answer any questions that you have.

2. Jim Gasaway asked, since this is a project that will develop over a long period of time, what are the first two or three areas that you see developing? Sean Rieger referred back to the slide of the phasing plan. One, two, three are basically at the bottom. We intend to come up from Franklin Road right at the bottom and continue - so that we don't start in an odd area far away. We really continue the Carrington Place

development and progression up through that site. Some things that could change that, for instance, would be the school. If the school were to happen in a year or two, we might move over and start developing around it. Assisted living center, if that started right away. But right now the idea is to come up right through the heart of the middle of it.

3. Diana Hartley asked about the differentiation between the Norman city limits and the school district line. Sean Rieger explained that the school district line is Franklin Road in this location. The district lines move – it's not Franklin Road all across Norman, but at this particular location it's Franklin Road. Obviously, school districts and municipal limits are not the same. For instance, Norman's school district goes far down into Goldsby. At this particular location, we have a blend – City of Norman and Moore Public Schools.

4. Roberta Pailes said the commercial area looks lovely. It's nice that somebody was listening to the mixed use idea. She asked if there are internal sidewalks throughout the neighborhood. Sean Rieger responded that every street is lined with a sidewalk, by regulation. And within the open spaces there's also a network of sidewalks and trails that carry around these open spaces. So you can take the street sidewalks to get to the open space and then there would be sidewalks that would carry you around those as well.

Roberta Pailes asked about the drainage channel and how deep that is going to be. Tom McCaleb explained that they haven't developed a final design. It's going to be a retention/detention area and it's all going to be interconnected so it's all going to work as one unit. The depth is going to be a dirt balancing trick. The depth hasn't been fixed, but it will probably be 6 feet – in that range. We'll vary it. All the crossings at the street will have box culverts so we can keep the elevation as high as possible so that when you come off the curb line the water is going to be pretty close – it's not going to be down in a hole.

Roberta Pailes said her concern was with the lots that back up to some of the detention/retention areas and whether water would come up onto them during a heavy rain. Tom McCaleb responded that the minimum depth lot is 100 feet and all of the lots are clear from any detention area. Sean Rieger added that there are fairly minimal setbacks on the front, so the idea would be a lot of these houses would be built closer to the front than the back. If you look at the vast majority of the site, on the bottom, those are roughly 130' deep lots. There are about 10 lots that front any kind of drainage. The rest front streets and back up to streets. The water will be traversing from west to east and it's probably more likely to spill over into open areas that will be slightly lower than the homes before it gets into the homes. So we're pretty confident that's not going to be a problem.

5. Curtis McCarty asked about the traffic study and impacts on Franklin Road. Tom McCaleb explained that, when Carrington Place was developed on the south,

Franklin Road was determined to be a future ODOT project. This will be the other half of that entire mile of Franklin Road as an ODOT project. So all of our paving on Franklin Road is going to be deferred.

Curtis McCarty commented that the intersection 36th and Franklin is currently a very dangerous intersection. Ken Danner stated that Tom is correct in regards to that being an ODOT project of the future. Of course, it has to carry warrant in order to be constructed. But Carrington, from all the residential portions, have paid a deferral for their half of the improvements. That's why you don't see the improvements, because it was staff's opinion to have a deferral and have the entire mile done instead of that piece of pavement. And so we anticipate that the north side will be carried out the same way. Whenever their first phase comes in, they will have to post a deferral amount for that improvement. Those funds will then help with the ODOT project. As far as time, I don't have a time. Doug Koscinski added that the traffic report does show that there will be a signal at both 36th and 48th on Franklin. Again, I don't know the time. But that concern will be addressed at some point, because the traffic report does call for that. They've identified those as problem intersections. So it's reflecting what you just said.

6. Tom Knotts expressed skepticism that the drainage system will handle all the water. Richard McKown addressed this concern. This is one of the tiniest ponds at Carrington, across the road. It is a dot compared to the size of the ponds that are in the proposed project. What you're calling a ditch would be a small pond in the J&J community. We have several ponds over there that are substantially larger than either pond photographed here. So basically what we're creating is this type of situation. You can see the fences are way up above the freeboard elevation. Those are the back yard fences. So to kind of address all of these concerns about drainage, the original concept when we started working on this over a year ago, was where is the water going? How much water are we dealing with? And how are we going to get it into this series of lakes? We're in marketing - we call them lakes. This neighborhood we don't even refer to as Carrington Place, we call it Carrington Lakes. And we're expanding on that idea. One reason the lakes actually grew was so that we could make the freeboard elevation shallower, but then, of course, the lakes have to get larger. Kind of like the Ashton Grove lake; it's only got about 3 foot of freeboard in it, but it's very spread out and has a lot of storage capacity. Our ponds have got a tremendous amount of flood elevation storage capacity. In fact, all we would ever need. Everything is designed. It has emergency overflows and ways for the water to get out. It could never really even get up onto anyone's property. And that's really the drainage system. This is an enormous plat - a mile wide and a mile tall. So the scale is really confusing. And when you were looking at a 200 scale drawing, everything looks twice as small as what you're normally used to looking at. In the Carrington communities, we're doing this already with the drainage; we're moving it through the surface and we're advancing that idea. Last month when we were here with the Trailwoods community, we were talking about what we've learned about rain gardens. I think Dr. Coffman showed you several of the different rain gardens we've already built. We have five of them that are built in the Carrington Place addition. And through that understanding of managing stormwater,

filtering it, and then releasing it into the ponds through this system of surface drainage, that went into the original design of this J&J community. This whole thing was designed around water first and then it was secondarily designed around walkability. When we build this type of trail system that's down close to the water edge, it's amazing. Every time we pour a sidewalk, someone is walking on it the next day. And you can be out here when the weather is not miserable and there will be someone walking on these sidewalks every 30 minutes. That part of it is at the core of the design – water management and water filtration, and the experience of water. I don't know how well it's going to sell in the Moore School District. That part I'm a little nervous about. We've mastered something up here on this flat land and Carrington was absolutely as flat as this tract of land when we started with it. It had no defined channel. We dug all these ponds. We created all of them. We gave the hospital 80,000 yards of dirt. That's a large part of what the new west side hospital is sitting on. And we have plans for where some of this future dirt will go. It will be a major excavation process take place. It's not intended that the water will percolate. It's a classical drainage system. We're going to have filtration gardens that take the water off of the street, filter it, feed plants, especially in low-flow events, before it runs into the detention ponds. All of the flume sizes and the openings that will allow the water to come out of the street will be identical to what we're building right now in the Carrington communities. It's a belt and suspenders approach, if you will. The stormwater hydrology has been treated just like it's been treated in every other community we've ever developed in Norman, with the addition that it has this filtration aspect to it, but not infiltration. This soil actually won't perc. So we're not proposing to reduce stormwater through infiltration, because that wouldn't work. It couldn't recover fast enough. Our assumption is that the ground is completely saturated when we're doing our detention requirements and this large number of ponds that we've designed is more detention than what we're currently providing in the Carrington communities.

7. Roberta Pailes had two other comments. When you ponder walkability and who needs to walk, when the phasing comes up and you're thinking about the living center, you might push it up toward the commercial area because those are folks without cars and for people who actually require walkability that might be a kindness. If you landscape that area, consider native plants.

8. Sean Rieger addressed the coverage. One of the things that I think is important to note is the significant amount of open space across the entire addition; 20% open space. To put that in perspective, for instance, when we were at the Parks Board, the parks dedication requirement on this entire site is actually only 6 acres for parks if you were to do it as a park dedication. We have over 60 acres of open space. So the amount of open space in this project is over 10 times what you could potentially see in a park system. Just really dramatic difference of open space. And so that's how we can then accomplish the coverage ratios that we've requested. Roberta Pailes noted that park dedication was usually dedication for active parks and there was ordinarily other open space. Park dedication didn't ever meet the entire open space needs.

9. Jim Gasaway asked if the Moore School District owns the school site, or whether it is being made available to them to purchase. Sean Rieger responded that they are making it available for purchase. One of the things that was committed at the Parks Board was that the ball playing fields on that school site are committed to stay there forever and to be maintained by the HOA. So it is a partnership deal on that site.

10. Zev Trachtenberg asked if there is a plan for the school site if a school is not developed. Sean Rieger indicated it would allow for offices, but we've committed absolutely that the playgrounds and ball fields will stay, regardless of whether the voters of Moore go with a school there or not. We have not proposed it as any kind of use that would be out of character with what the school would be.

11. Zev Trachtenberg asked about the projected catchment area for the school. Richard McKown said the Moore School System is currently going through a complete redistricting process. This is part of their long-range vision. Those things change, depending on population, but it would be to the north as well as possibly to the west in the future. Currently Moore is building a new elementary school, in addition to this, just a couple of miles to the north, but they want this one as well, and they want another one. They're the largest school district in the state and the fastest growing. We've actually been working with the school district all semester this year. We funded a little research project with the graduate students at the College of Architecture - Landscape Architecture to put design teams together to come up with six different concepts to make a net zero LEED platinum school. What would that look like? They got excited about this project and the notion of walkability that you could more safely turn your kids loose to walk along the edge of the lake to get to the school and we've had three different design reviews at various stages with the architect that has built most of the recent schools in Moore during the past 10 years, as well as the director of operations and his assistant, who is now the new director of operations at Moore Public Schools. They're all very excited about the idea, like the integration into the neighborhood and very excited to be part of the design concept this early on. Sean Rieger added that school staff actually made the comment of how rare that is to be able to plan the school site in with the neighborhood. So they're very excited about that and that was a very exciting part of this project, that we actually get to plan that walkable connection, the bus routes, and everything with it - no fencing around it so the kids can get to that playground off hours. It's a pretty exciting part of the project.

12. Zev Trachtenberg asked whether the drainage calculations also include runoff from the adjacent undeveloped tract on the north. Tom McCaleb said that property has already been integrated into the design, because he will be representing that owner, too. And so this piece of property does have drainage down this direction. And we've tried to integrate capacity for that land down into this green land, and I did it, and it works. This is unusual, but I did do that. But I have already accounted for that and we have a recipient party who can have a benefit here and this party wants to make a lot of wet stuff anyhow, so it's a win/win for both parties.

13. Chris Lewis asked how many lots are in the residential area. His concern was the impact of the large amount of green space on the POA dues. Sean Rieger indicated there are about 580 single family residential homes. There probably will be two different POAs, one for the commercial areas and one for the residential, because they have very different uses that have to manage different things. But a large significant POA would maintain all of that area.

PARTICIPATION FROM THE AUDIENCE:

1. Cindy Reece asked whether this project will detract from the new jail that is being built across I-35.

Susan Connors responded that this project is not connected with the jail development at all.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

1. Curtis McCarty commented that he thinks it is a great project. It looks like a lot of the ideas the Planning Commission has been discussing for mixed use have been incorporated into the project. He supports the project.

2. Zev Trachtenberg asked if staff supports this project because they don't see any discrepancy between the project and the proposed mixed use ordinance. Susan Connors responded that the mixed use ordinance is not adopted, and the project is not being built totally to the mixed use ordinance, but the spirit of the proposed ordinance is incorporated into the project. Staff is in support of the project.

Diana Hartley moved to recommend adoption of Resolution No. R-0910-72, Ordinance No. O-0910-14, the Site Development Plan and accompanying documentation, and recommend approval of the Preliminary Plat for [E] PROPERTIES ADDITION, with a variance to the number and spacing of intersections, and with an alley waiver for the commercial area, to the City Council. Curtis McCarty seconded the motion.

There being no further discussion, a vote was taken with the following result:

YEAS	Diana Hartley, Tom Knotts, Curtis McCarty, Paul Minnis, Roberta Pailes, Andy Sherrer, Zev Trachtenberg, Chris Lewis, Jim Gasaway
NAYES	None
MEMBERS ABSENT	None

Recording Secretary Roné Tromble announced that the motion, to recommend adoption of Resolution No. R-0910-72, Ordinance No. O-0910-14, the Site Development Plan and accompanying documentation, and recommend approval of the Preliminary Plat for J&I PROPERTIES ADDITION, with a variance to the number and spacing of intersections, and with an alley waiver for the commercial area, to the City Council, passed by a vote of 9-0.

* * *

8. ITEM: CONSIDERATION OF THE MAYOR'S APPOINTMENTS OF STEVEN MCKINZEY TO THE LIBRARY BOARD AND NINA FLANNERY TO THE ENFORCEMENT AUTHORITY.

INFORMATION: In accordance with the Mayor's request, the above-described item is submitted for City Council's consideration. Steven McKinzey's term on the Library Board will begin January 26, 2010, and extend to May 1, 2012. He will replace Darin Savage who is no longer eligible to serve. Nina Flannery's term on the Enforcement Authority will begin January 26, 2010, and extend to September 1, 2011. She will fill the unexpired term of Dee Crockett.

ACTION NEEDED: Motion to confirm or reject the appointments.

ACTION TAKEN: _____

9. ITEM: SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF DECEMBER 31, 2009, AND DIRECTING THE FILING THEREOF.

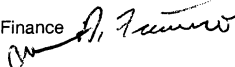
INFORMATION: The above-described item appears on City Council's agenda in order that acknowledgment of the receipt of the report may be noted in the minutes as a matter of permanent record. A copy of the report is included in the Agenda Book.

ACTION NEEDED: Motion to acknowledge receipt of the report and direct the filing thereof.

ACTION TAKEN: _____

DATE: 05-Jan-10

TO: City Council

FROM: Anthony Francisco, Director of Finance
 PREPARED BY: Clint Mercer, Chief Accountant 

SUBJECT: Breakdown of Interest Earnings by Fund

FUND	MONTHLY COMPARISON				ANNUAL COMPARISON			
	MONTHLY BUDGETED INTEREST EARNINGS FYE09	MONTHLY INTEREST EARNINGS December 2009	MONTHLY % INCREASE (DECREASE)	MONTHLY % OF PORTFOLIO HOLDINGS	ANNUAL BUDGETED INTEREST EARNINGS FYE10-YTD	INTEREST EARNINGS YTD FYE10	YTD % INCREASE (DECREASE)	YTD % PORTFOLIO HOLDINGS
GENERAL FUND	\$20,833	\$7,767	-62.72%	17.92%	\$125,000	\$71,067	-43.15%	17.65%
ROOM TAX FUND	\$459	\$109	-76.29%	0.25%	\$1,500	\$993	-33.82%	0.25%
CAPITAL PROJECTS FUND	\$29,167	\$10,774	-63.06%	24.86%	\$175,000	\$105,361	-39.79%	26.17%
SINKING FUND	\$3,333	\$1,183	-64.52%	2.73%	\$20,000	\$9,092	-54.54%	2.26%
G.O. BOND FUND	\$167	\$67	-59.65%	0.16%	\$1,000	\$527	-47.34%	0.13%
WESTWOOD FUND	\$625	\$710	13.54%	1.64%	\$3,750	\$3,567	-4.87%	0.89%
WATER FUND	\$10,000	\$4,650	-53.50%	10.73%	\$60,000	\$41,351	-31.08%	10.27%
WASTEWATER FUND	\$25,000	\$4,504	-81.98%	10.40%	\$150,000	\$37,904	-74.73%	9.42%
HALLPARK FUND	N/A	\$13	100.00%	0.03%	N/A	\$118	100.00%	0.03%
DEVELOPMENT EXCISE	\$16,667	\$5,512	-66.93%	12.72%	\$100,000	\$45,517	-54.48%	11.31%
SEWER SALES TAX	\$16,667	\$5,396	-67.63%	12.45%	\$100,000	\$53,083	-46.92%	13.19%
SANITATION FUND	\$2,500	\$815	-67.40%	1.88%	\$15,000	\$11,832	-21.12%	2.94%
PARKLAND FUND	\$2,211	\$658	-70.24%	1.52%	\$13,265	\$5,806	-56.23%	1.44%
TRUST & AGENCY FUNDS	N/A	\$2	100.00%	0.00%	N/A	\$17	100.00%	0.00%
TAX INCREMENT DISTRICT	\$417	\$199	100.00%	0.46%	\$2,500	\$7,625	100.00%	1.89%
SPECIAL GRANTS FUND	N/A	\$118	100.00%	0.27%	N/A	\$1,393	100.00%	0.35%
CLEET FUND	N/A	\$4	100.00%	0.01%	N/A	\$74	100.00%	0.02%
HOUSING	N/A	\$74	100.00%	0.17%	N/A	\$441	100.00%	0.11%
SITE IMPROVEMENT FUND	N/A	\$24	100.00%	0.05%	N/A	\$212	100.00%	0.05%
ARTERIAL ROAD FUND	N/A	\$488	100.00%	1.13%	N/A	\$4,602	100.00%	1.14%
SEIZURES	\$42	\$266	537.92%	0.61%	\$250	\$2,007	702.62%	0.50%
	<u>\$128,087</u>	<u>\$43,331</u>	<u>-66.17%</u>	<u>100.00%</u>	<u>\$767,265</u>	<u>402,588</u>	<u>-47.53%</u>	<u>100.00%</u>

City funds are invested in interest bearing accounts and investment securities, as directed by the City's Investment Policy. Rates of return on these investments relate directly to current Treasury and Money Market rates. Total funds on deposit of \$ 102.42 million as of 12/31/09 are represented by working capital cash balances of all City funds of approximately \$ 37 million, outstanding encumbrances of \$34 million, General Obligation Bond proceeds of \$12.1, NUA revenue bond proceeds of \$18.9 million, and NMA bond proceeds of \$.42 million.

INVESTMENT BY TYPE

December 31, 2009

<u>LIST BY TYPE</u>	<u>SEC. NO.</u>	<u>PURCHASED</u>	<u>MATURITY</u>	<u>YIELD</u>	<u>EARNED INTEREST</u>	<u>COST</u>	<u>MARKET</u>
<u>**Checking</u>							
BANK OF AMERICA	NUA REV. FD.				\$0.00	\$0.00	\$0.00
BANK OF AMERICA	GEN'L DEP.			0.50%	\$794.43	\$10,989,123.41	\$10,989,123.41
BANK OF AMERICA	WARRANTS PAYABLE				\$0.00	(\$13,605,297.36)	(\$13,605,297.36)
BANK OF AMERICA	PAYROLL				\$0.00	(\$2,456,319.05)	(\$2,456,319.05)
BANK OF AMERICA	COURT BOND REFUNDS				\$0.00	\$227,321.00	\$227,321.00
BANK OF AMERICA	INSURANCE CLAIMS				\$0.00	\$158,241.83	\$158,241.83
BANK OF AMERICA	HALLPARK			0.01%	\$1.56	\$188,488.97	\$188,488.97
**Subtotal					<u>\$795.99</u>	<u>(\$4,498,441.20)</u>	<u>(\$4,498,441.20)</u>
<u>**Money Market</u>							
BANCFIRST-NUA	MONEY MKT.			0.01%	\$9.46	\$214,209.07	\$214,209.07
BANCFIRST-NMA Sanitat.	MONEY MKT.			0.01%	\$0.36	\$74,783.81	\$74,783.81
BANCFIRST-NMA Golf	MONEY MKT.			0.01%	\$653.90	\$346,627.39	\$346,627.39
BANCFIRST-NUA Water	MONEY MKT.			0.01%	\$174.97	\$18,685,625.09	\$18,685,625.09
FIRST FIDELITY	MONEY MKT.			0.50%	\$55.75	\$0.00	\$0.00
BANK OF AMERICA	MONEY MKT.			0.01%	\$3.82	\$211,763.38	\$211,763.38
BANK OF AMERICA	MONEY MKT.			0.10%	\$20.29	\$252,212.59	\$252,212.59
BANK OF AMERICA - Drinking W	MONEY MKT.			0.50%	\$191.54	\$676,488.38	\$676,488.38
BANK OF AMERICA - Clean Wat	MONEY MKT.			0.50%	\$267.49	\$1,028,958.29	\$1,028,958.29
BANK OF AMERICA-2007A	MONEY MKT.			0.06%	\$81.34	\$1,548,798.51	\$1,548,798.51
BANK OF AMERICA-2007B	MONEY MKT.			0.06%	\$2.73	\$26.14	\$26.14
BANK OF AMERICA-2008A	MONEY MKT.			0.50%	\$2,208.79	\$5,203,873.37	\$5,203,873.37
BANK OF AMERICA-2008B	MONEY MKT.			0.50%	\$2,299.14	\$5,349,818.15	\$5,349,818.15
**Subtotal					<u>\$5,969.58</u>	<u>\$33,593,184.17</u>	<u>\$33,593,184.17</u>
<u>**Sweep/Overnight</u>							
JP MORGAN	SHORT TERM			0.00%	\$0.00	\$15,444,740.65	\$15,444,740.65
MERRILL LYNCH	SHORT TERM			0.10%	\$1,791.12	\$20.80	\$20.80
<u>**U.S. Treasury Securities</u>							
FHLB	3133X8RL8	05/30/08	12/23/09	2.98%	24,031.94	0.00	\$0.00
FHLB	3133XFJY3	08/31/09	06/10/11	1.11%	3,392.22	5,555,000.00	\$5,888,300.00
FHLB	3133XTGZ3	08/31/09	07/08/10	0.43%	1,768.41	5,000,000.00	\$5,018,750.00
T-Note	912828JA9	08/31/09	05/31/10	0.32%	1,179.08	5,000,000.00	\$5,049,200.00
T-Note	912828JS0	08/31/09	11/30/10	0.55%	2,234.10	5,000,000.00	\$5,036,350.00
FHLMC	312SX1EJ2	12/31/09	05/22/13	2.08%	236.11	2,000,000.00	\$2,135,780.00
FHLB	3133XWD71	12/31/09	02/28/12	1.24%	152.78	5,000,000.00	\$4,981,250.00
T-Note	912828KP4	12/31/09	05/15/12	1.31%	229.17	6,000,000.00	\$6,007,500.00
FHLB	3133XWD71	12/31/09	02/28/12	1.25%	152.78	5,000,000.00	\$4,981,250.00
T-Note	912828JL5	12/31/09	09/30/10	0.36%	694.44	12,500,000.00	\$12,650,375.00
T-Note	912828KP4	12/31/09	05/15/12	1.31%	257.81	6,750,000.00	\$6,758,438.00
U.S. STRIPS (Hallpark)	912833KC3	06/09/04	05/15/14	5.12%	445.64	79,860.00	\$118,557.00
**Subtotal					<u>34,774.48</u>	<u>57,884,860.00</u>	<u>\$58,625,750.00</u>
TOTAL					<u>43,331.17</u>	<u>102,424,364.42</u>	<u>\$103,165,254.42</u>

The Governmental Accounting Standards Board requires the reporting of market values of investment securities. These market values represent the amount of money the security would sell for on the open market, if cash flow demands were such that the security had to be sold. The City of Norman purchases investment securities with the intent of holding them to maturity, as stated in the City's Investment Policy. Only in exceptional circumstances would securities be sold before their maturity, due to cash flow demands or favorable market conditions.

10. ITEM: SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF DECEMBER, 2009, AND DIRECTING THE FILING THEREOF.

INFORMATION: The above-described item appears on City Council's agenda in order that acknowledgment of the receipt of the reports may be noted in the minutes as a matter of permanent record. Copies of the reports are included in the Agenda Packet Copies of the reports are included in the Agenda Packet or transmitted electronically.

ACTION NEEDED: Motion to acknowledge receipt of the reports and direct the filing thereof.

ACTION TAKEN: _____

11. ITEM: CONSIDERATION OF A REQUEST FROM THE COORDINATOR OF THE MEDIEVAL FAIR TO PAY EXPENSES FOR THE INSTALLATION OF ADDITIONAL ELECTRICAL SERVICE AT REAVES PARK TO ACCOMMODATE FUTURE NEEDS FOR THE MEDIEVAL FAIR AND THE CITY OF NORMAN.

INFORMATION: The University of Oklahoma (OU) Duck Pond was the original site for the annual Medieval Fair which has been operating for 30 years. The Medieval Fair outgrew the OU Duck Pond and moved to Reaves Park six years ago. If the Medieval Fair continues to operate at Reaves Park, there is a need for additional electrical service to accommodate vendors' physical needs as well as their new electronic payment methods. The service will be installed by Oklahoma Gas and Electric Company (OG&E) who provides electricity for all the facilities in the park. The Medieval Fair is offering to pay the costs for the upgrades and is prepared to begin working on the project following City Council approval. The electrical service will belong to the City of Norman and will be available for use by the Parks and Recreation Department or any other group that rents the park for a special event. OG&E has estimated the cost of improvements to be \$8,723. Section 8-111 of the City Code states that all donations valued above \$250 to be received by the City of Norman, whether in the form of monies or any other thing of value, shall be required to be accepted by the Council of the City of Norman prior to any use or disbursement of such monies or thing of value by or to any City operation or cause. In accordance therewith, the above-described item is submitted for City Council's consideration. Copies of an advisory memorandum and letter of request are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject a request from the Coordinator of the Medieval Fair to pay expenses for installation of additional electrical service at Reaves Park; and, if approved, accept the improvements estimated at \$8,723 on behalf of the City of Norman.


ACTION TAKEN: _____



office memorandum

Date: 31 December 2009

To: Honorable Mayor and City Council Members

From:  Jud Foster, Director of Parks and Recreation

Subject: Agenda Item – Consideration of a Request for Additional Electric Service to be added at Reaves Park for the Medieval Fair.

BACKGROUND: For the past thirty years, the Medieval Fair has grown into the largest single annual event in the City of Norman. After outgrowing its home at the OU Duck Pond, the fair has been held in Reaves Park for the past six years, where it has continued to grow. Part of this growth has been a direct result of the increased ability of the Reaves Park site to accommodate vendors' physical needs, as well as their newer electronic payment methods.

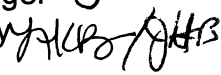
DISCUSSION: At this point, the fair is anticipated to continue to operate at Reaves Park; and as such, there is a need to provide additional electrical service for those future fairs. The service will be installed by OG&E, who provides electricity for all the facilities in the park (ball fields, concessions, security and parking lights and all building electricity). The Medieval Fair is offering to pay the costs for the upgrades; and is prepared to begin working on the project following approval by the city. The City of Norman pays the electric bill for the event; while the Medieval Fair pays rent to the Parks and Recreation Department, like all other events or festivals held in any park.

The electrical service will belong to the City of Norman, once it is installed and it will be available for use by the Parks and Recreation Department or any other group that would like to rent the park for a special event during the rest of the year. The cost of the improvements is estimated by OG&E, to be \$8,723. At this cost, the improvements being made to public property and being paid for by a third party (the Medieval Fair) require acceptance by the city council.

RECOMMENDATION: It is recommended that City Council approve the request from the Medieval Fair to install additional electrical service in Reaves Park.

JHB

Reviewed by: Steve Lewis, City Manager 

Reviewed by: Jeff Bryant, City Attorney 

MEDIEVAL FAIR



December 30, 2009

Dear Mr. Foster:

The Medieval Fair, held annually each spring at Reaves Park, is in need of more electricity to use at the fair. We would like to have OG&E increase the electrical service to an existing 200 amp meter, located just south of the small shelter at Reaves Park, to 400 amps. It is my understanding that this would require OG&E to install a new transformer and bring the power to the meter, and the installation of another breaker box by a licensed electrician at the same location.

Since the Medieval Fair is the only event held at Reaves Park needing this additional electricity, we are proposing that the fair pay for the work and equipment.

We appreciate your consideration of this proposal. Please let me know if you have questions, need more information, or if there are required permits required by the City of Norman. We look forward to hearing from you.

Sincerely,

Linda Linn

Coordinator, Medieval Fair

288-2536

llinn@ou.edu

12. ITEM: CONSIDERATION OF APPROVAL A FINAL PLAT FOR SUMMIT LAKES ADDITION, SECTION 10, AND ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN.

LOCATION: Generally located approximately one-quarter mile south of Alameda Street on the west side of 36th Avenue S.E.

INFORMATION:

1. Owner. Summit Lakes, L.L.C.
2. Developer. Summit Lakes, L.L.C.
3. Engineer. Clour Engineering of Oklahoma, Inc.

HISTORY:

1. Refer to the Planning Commission Staff Report, March 13, 2008.
2. November 8, 2005. City Council, by a vote of 8-0, approved the final plat for Summit Lakes Addition, Section 10.
3. March 10, 2007. The final plat for Summit Lakes, Addition, Section 10, became null and void.
4. March 13, 2008. Planning Commission, by a vote of 8-0, approved the final plat for Summit Lakes Addition, Section 10.

IMPROVEMENT PROGRAM:

1. Refer to the Planning Commission Staff Report, March 13, 2008.
2. Subdivision Bond. A subdivision bond has not been submitted since the developer has requested approval of the final plat with the filing thereof to be directed subject to completion and City acceptance of all required public improvements. A subdivision bond will be required for sidewalks not installed prior to filing the final plat.

PUBLIC DEDICATIONS:

1. Refer to the Planning Commission Staff Report, March 13, 2008.
2. Park Land Dedication. A warranty deed has been submitted to the Parks and Recreation Department. Park Land Requirements have been fulfilled.

SUPPLEMENTAL MATERIAL: Copies of an advisory memorandum; location map; revised preliminary plat; final plat; Staff Report recommending approval; and pertinent excerpts from Planning Commission minutes are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject the final plat; and, if approved, accept the public dedications contained within the plat; authorize the Mayor to sign the final plat and subdivision and maintenance bonds subject to the City Development Committee's acceptance of all required public improvements, and direct the filing of the final plat.

ACTION TAKEN: _____



Date: January 7, 2010
To: Honorable Mayor and Councilmembers
From: Ken Danner, Development Manager *KD*
Subject: Agenda Item - Final Plat for Summit Lakes Addition, Section 10

BACKGROUND:

This item is a final plat for Summit Lakes Addition, Section 10, and is generally located one-quarter of a mile south of Alameda Street on the west side of 36th Avenue SE. This property consists of 22 acres, 65 single-family lots, 3 greenbelt blocks and 3 open space blocks.

City Council, at its meeting of August 26, 2003, approved the revised preliminary plat for Summit Lakes Addition. Planning Commission, at its meeting of March 13, 2008, approved the final plat for Summit Lakes Addition, Section 10.

DISCUSSION:

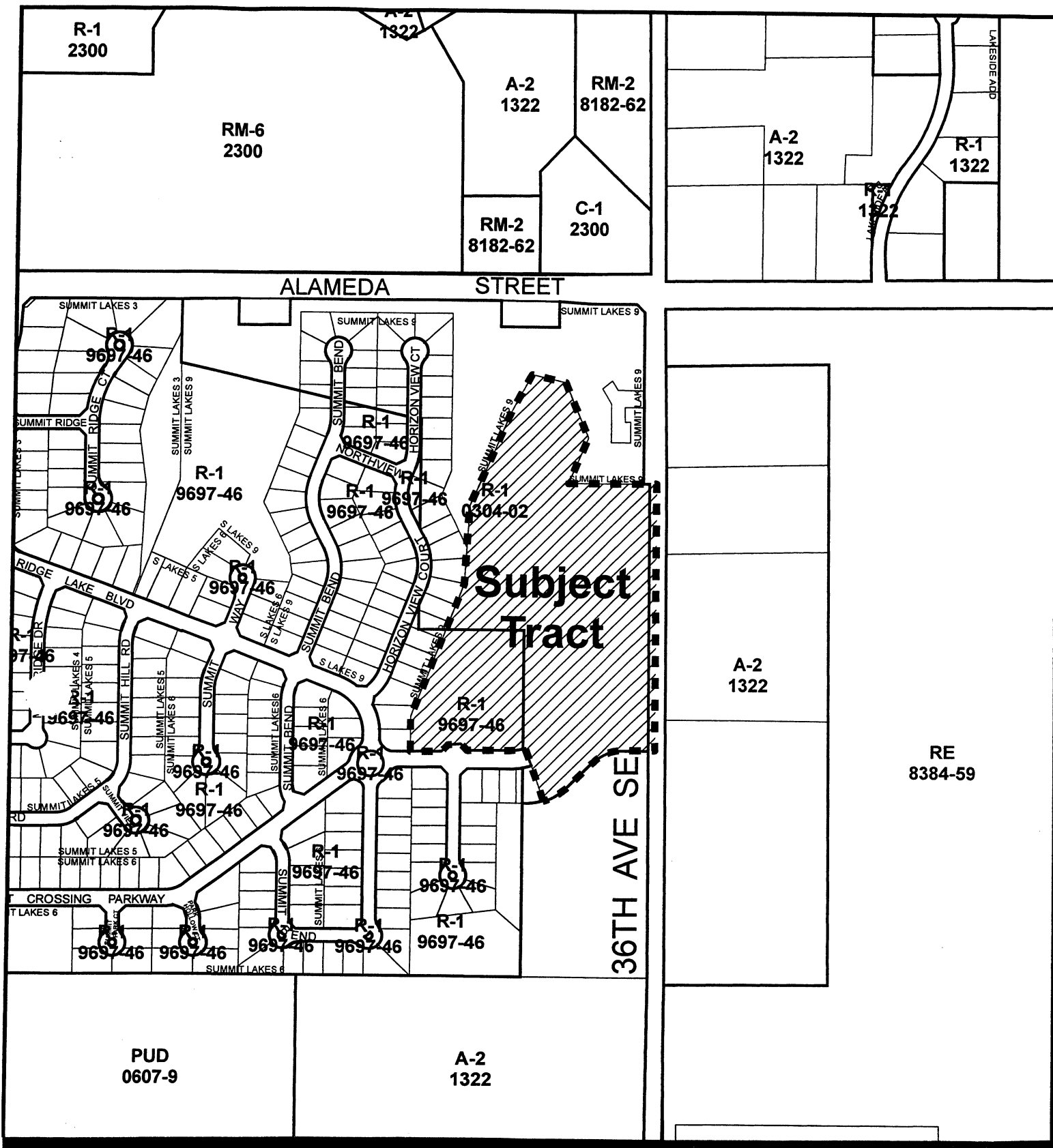
Construction plans have been reviewed for the required public improvements for this property. These improvements consist of sidewalks, water mains with fire hydrants, sanitary sewer, drainage and street improvements. The public improvements are near completion. Park land requirements have been fulfilled. The owners/developers have provided a park land fee, private park and public park over the years with their various plats. With those submittals, Summit Lakes Addition, Section 10 was included.

RECOMMENDATION:

Based upon the above information and that the final plat is consistent with the preliminary plat, staff recommends approval of the final plat, acceptance of the public dedications contained therein and authorizing of the Mayor to sign the final plat, subdivision bond/cash sureties and maintenance bonds for Summit Lakes Addition, Section 10, subject to the City Development Committee's acceptance of the public improvements.

tf

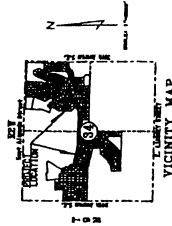
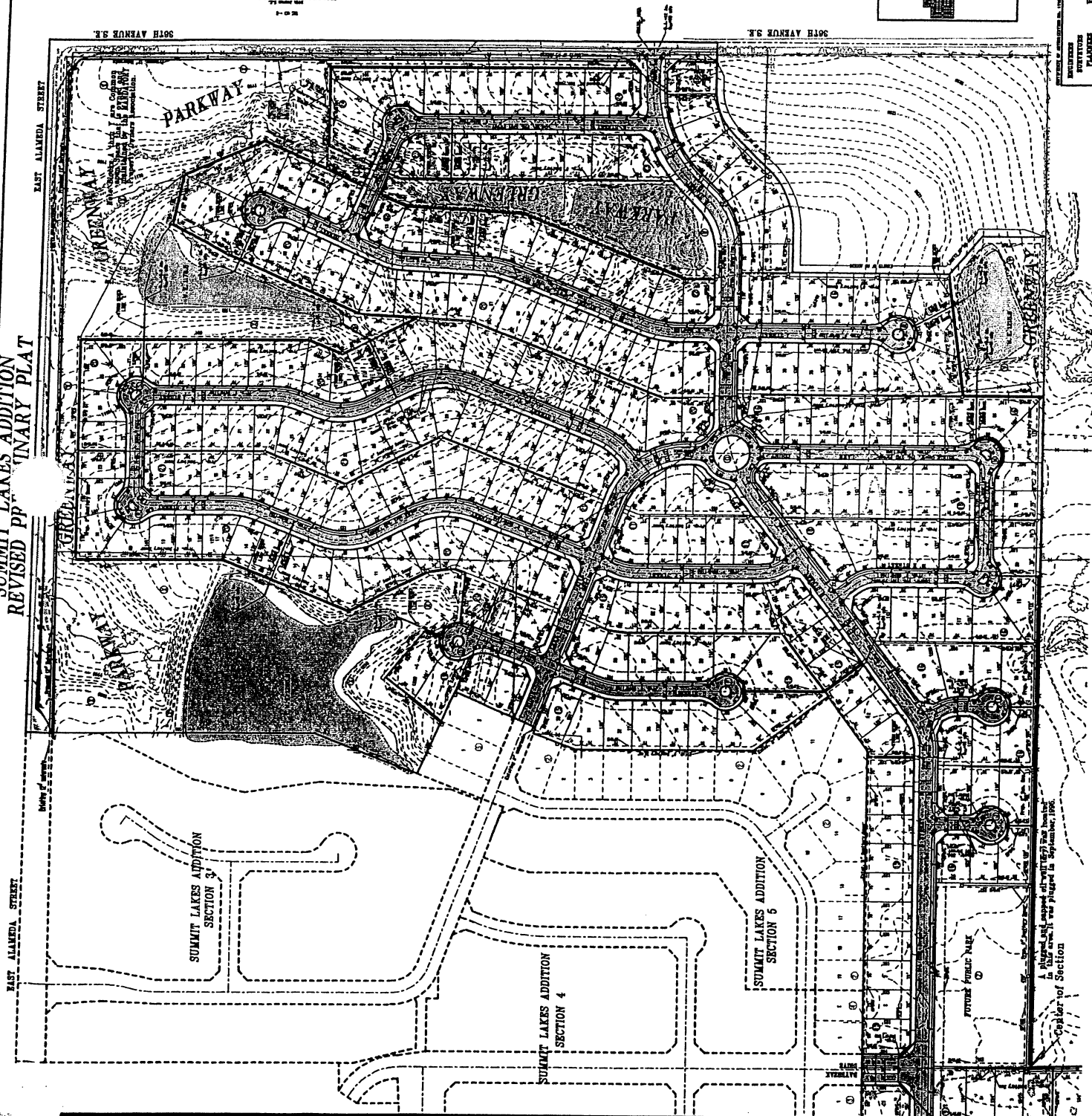
Reviewed by: Bob Hanger City Engineer *BH*
Shawn O'Leary, Director of Public Works *SO*
Jud Foster, Director of Parks and Recreation *JF*
Jeff Bryant, City Attorney *JB*
Steve Lewis, City Manager *SL*



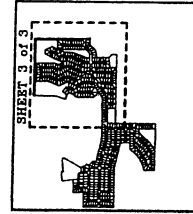
FINAL PLAT - SUMMIT LAKES ADDITION, SECTION 10

OWNER/DEVELOPER: Summit Lakes, L.L.C.
 ENGINEER: Clour Engineering of Oklahoma, Inc.

SUMMIT LAKES ADDITION REVISED PRELIMINARY PLAT



Scale 1" = 100'
Contours labeled .2'



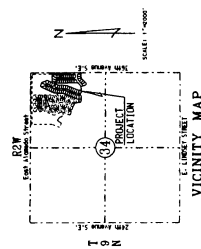
SHEET 3 OF 3

CLOUR
Engineering of Oklahoma, Inc.
SUMMIT LAKES ADDITION
REVISED PRELIMINARY PLAT

Note: This plat is a preliminary plat and is subject to change without notice. It is not to be used for any purpose other than for the purpose for which it is prepared.

Color of Section

BEING A PART OF THE NE 1/4 OF SECTION 34, T9N, R2W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA



LEGAL DESCRIPTION:

A tract of land located in the Northeast Quarter (NE/4) of Section Thirty-four (34), Township Nine (9) North, Range Two (2) West, of the Indian Meridian, Norman, Cleveland County, Oklahoma. Described as follows:

Commencing at the Northeast Corner of said NE/4:

Thence 500°06'00"E on the East Line of said NE/4 for a distance of 746.86 feet to the POINT OF BEGINNING:
Thence 500°06'00"E on said East Line for a distance of 1020.93 feet:

et:

Thence S89°54'00"W for a distance of 118.07 feet;
Thence Southwesterly on a curve to the left, having a radius of 170.00 feet, a chord bearing
of S67°26'48"W, for a curve distance of 133.24 feet;

Thence S44°59'35"W for a distance of 127.20 feet:

of $S58^{\circ}42'57''$, for a curve distance of 110.17 feet:
 Thence Southwesterly on a curve to the right, having a radius of 230.00 feet, a chord bearing
 of $N19^{\circ}28'30''$ for a distance of 211.99 feet:
 Thence Southwesterly on a curve to the right, having a radius of 165.00 feet, a chord bearing
 of $S58^{\circ}42'57''$, for a curve distance of 110.17 feet:

0°12'21"W, for a curve distance of 55.76 feet;

Thence $89^{\circ}53'13''$ W for a distance of 162.19 feet;
Thence $145^{\circ}06'47''$ N for a distance of 35.36 feet;

Thence S84°10'35"W for a distance of 50.25 feet;

Thence S44°53'13"W for a distance of 35.36 feet;
Thence S89°53'13"W for a distance of 119.98 feet;
Thence N00°06'47"W for a distance of 135.41 feet;
Thence N21°15'06"E for a distance of 547.28 feet;

thence N21°15'06"E for a distance of 341.28 feet;
thence N03°11'59"E for a distance of 300.72 feet;

Thence N23°18'11"E for a distance of 388.76 feet;
Thence N27°56'47"E for a distance of 164.35 feet;
Thence S77°23'53"E for a distance of 134.56 feet;

Thence S22°38'40"E for a distance of 228.85 feet;

Thence S23°18'11"W for a distance of 190.64 feet:
Thence N89°54'00"E for a distance of 337.20 feet to the POINT OF BEGINNING.

containing 22.09 acres, more or less.

7. N A - DENOTES "LIMITS OF NO ACCESS."

BLOCKS KK, LL, & MM, ARE GREEN BELT BLOCKS.
BLOCKS NN, & OO ARE OPEN SPACE BLOCKS.
ALL OPEN SPACE BLOCKS AND GREEN BELT BLOCKS
WILL BE MAINTAINED BY THE MANDATORY PROPERTY
OWNERS ASSOCIATION


BENCH MARK:
Cut " X " in the Center of the
Intersection of Ridge Lake Blvd.
and Misty Ridge Drive EL- 1234.29

Curve No.	Δ	τ	R	I_c	Ch	Ch. Harg.
1	41°21'33"	96.55	300.00'	111.87	111.22	100.00' ± 0.01
2	41°21'33"	96.55	300.00'	111.87	111.22	100.00' ± 0.01
3	20°06'11"	35.45	200.00'	70.31	68.31	50.00' ± 0.01
4	66°35'15"	28.24	41.00'	41.00'	41.21	53.32' ± 0.52
5	25°31'55"	45.31	200.00'	89.12	88.33	107.46' ± 0.32
6	44°54'25"	138.88	336.06'	253.40	256.71	166.72 ± 0.40

1 BLOCK	1 CONTAINS 25 LOTS
2 BLOCK	2 CONTAINS 13 LOTS
3 BLOCK	3 CONTAINS 9 LOTS
4 BLOCK	4 CONTAINS 12 LOTS
5 BLOCK	5 CONTAINS 6 LOTS

65 R-1 LOTS TOTAL
3 GREEN BELT BLOCKS
2 OPEN SPACE BLOCKS

ENGINEERS
SURVEYORS
PLANNERS



CLOUR

Engineering of Oklahoma, Inc.

1000 N. W. 100th AVE., SUITE 100, DALLAS, TEX. 75243-2000

FINALS PLAT

SUMMIT LAKES ADDITION

SECTION 10

A PART OF THE NW 1/4 OF SECTION 14, T4N, 10E, 14W,
NORMAL COUNTY, OKLAHOMA

Drawn by: 111111111111 checked by: _____

Eng. No. 111111111111 Date: 11/11/11

Plot. No. 111111111111 Date: 11/11/11

Proj. No. 111111111111 Date: 11/11/11

SHEET NO. 2 OF 2

Sheet 2 of 2

P-40574

ITEM: CONSIDERATION OF REAPPROVAL OF A FINAL PLAT FOR SUMMIT LAKES ADDITION, SECTION 10.

LOCATION: Generally located one-quarter mile south of Alameda Street on the west side of 36th Avenue SE

INFORMATION:

1. Owner. Summit Lakes, L.L.C.
2. Developer. Summit Lakes, L.L.C.
3. Engineer. Clour Engineering of Oklahoma, Inc.

HISTORY:

1. March 13, 1977. Planning Commission, on a vote of 7-0, recommended to City Council that Land Use Plan Amendment No. CP-9697-2 be approved.
2. March 25, 1977. City Council approved Land Use Plan Amendment No. CP-9697-2, amending the property from Tier 3 to Tier 2 designation.
3. April 10, 1997. Planning Commission, on a vote of 8-0, postponed a request of rezoning and consideration of a preliminary plat for Summit Lakes.
4. May 1, 1997. The Norman Board of Parks Commissioners recommended park land for the revised preliminary plat for Summit Lakes Addition.
5. May 8, 1997. Planning Commission, on a vote 8-0, recommended to the City Council that a portion of this property be placed in R-1 and removed from A-2 zoning classification.
6. May 8, 1997. Planning Commission, on a vote of 8-0, approved the revised preliminary plat for Summit Lakes Addition.
7. June 10, 1997. City Council adopted Ordinance No. O-9697-46 placing a portion of this property in the R-1 and removing it from the A-2 zoning classification.
8. July 10, 2003. Planning Commission, on a vote of 7-0, recommended to City Council that the NORMAN 2020 Land Use and Transportation Plan be amended to designate a portion of this property to Current Urban Service Area Designation from Suburban Residential Area Designation.

HISTORY (Con't)

9. July 10, 2003. Planning Commission, on a vote of 7-0, recommended to City Council that a portion of this property be placed in R-1 and removed from A-2 zoning classification.
10. July 10, 2003. Planning Commission, on a vote of 7-0, recommended to City Council that the revised preliminary plat for Summit Lakes Addition be approved.
11. August 26, 2003. City Council amended the NORMAN 2020 Land Use and Transportation Plan designating a portion of this property in the Current Urban Service Area and removing it from Suburban Residential Area Designation.
12. August 26, 2003. City Council adopted Ordinance No. O-0304-02 placing a portion of this property in R-1 and removing it from A-2 zoning classification.
13. August 26, 2003. City Council approved the preliminary plat for Summit Lakes Addition.
14. March 10, 2005. Planning Commission, on a vote of 5-0, approved the final plat for Summit Lakes Addition, Section 10.
15. November 5, 2005. City Council approved the final plat for Summit Lakes Addition, Section 10.
16. March 10, 2007. The final plat approvals for Summit Lakes Addition, Section 10, became null and void.

IMPROVEMENT PROGRAM:

1. Fire Hydrants. Fire hydrants will be installed in accordance with approved plans. Their locations have been approved by the Fire Department.
2. Permanent Markers. Permanent markers will be installed prior to filing of final plat.
3. Sanitary Sewers. Sanitary sewer mains will be installed in accordance with approved plans and City and State Department of Environmental Quality standards. A lift station has been installed in connection with Summit Lakes Addition, Section 9. City Council has approved Contract No. K-0304-51 relating to the proposal and the upkeeping of the lift station.

IMPROVEMENT PROGRAM, (Con't)

4. Sidewalks. Sidewalks will be constructed on each lot prior to occupancy. Sidewalks are not required adjacent to 36th Avenue SE. This street is classified as a rural arterial street upon City Council approval of the preliminary plat, at its meeting of August 26, 2003.
5. Storm Sewers. Storm sewer and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. Drainage will be conveyed to privately maintained detention ponds within this property. These will be utilized as detention/retention facilities and held in common by a Property Owner's Association.
6. Streets. Streets will be constructed in accordance with approved plans and City paving standards. Thirty-sixth Avenue SE has been constructed as a rural arterial street and accepted by the Development Committee.
7. Water Mains. Water mains will be installed in accordance with approved plans and City and State Department Environmental Quality standards. A twelve inch (12") water main will be installed adjacent to 36th Avenue SE.

PUBLIC DEDICATIONS:

1. Easements. All required easements are dedicated to the City on the final plat.
2. Rights-of-Way. All street rights-of-way are dedicated to the City on the final plat.
3. Park Land. A warranty deed for public park land has been submitted in connection with Summit Lakes Addition, Section 6. Additional private park land will be deeded to the property owner's association.

SUPPLEMENTAL MATERIAL: Copies of a location map, preliminary plat and final plat are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: There are sixty-five (65) residential lots to be developed with this final plat. There are four (4) open space lots for the property owners to utilize and maintain. Staff recommends re-approval of the final plat for Summit Lakes Addition, Section 10.

ACTION NEEDED: Approve or disapprove the final plat for Summit Lakes Addition, Section 10.

ACTION TAKEN: _____

Item No. 2, being:

CONSENT DOCKET.

Chairman McCarty announced that the Consent Docket is designed to allow the Planning Commission to approve a number of items by one motion and vote. He read the items recommended for inclusion on the Consent Docket, as follows:

Item No. 3, being:

APPROVAL OF THE FEBRUARY 14, 2008 REGULAR SESSION MINUTES.

*

Item No. 7, being:

CONSIDERATION OF A FINAL PLAT SUBMITTED BY CARRINGTON PLACE, L.L.C. (SMC CONSULTING ENGINEERS, P.C.) FOR CARRINGTON PLACE ADDITION, SECTION 9, GENERALLY LOCATED ½ MILE SOUTHEAST OF FRANKLIN ROAD AND 48TH AVENUE N.W.

*

Item No. 8, being:

CONSIDERATION OF A FINAL PLAT SUBMITTED BY 36 NORTH, L.L.C. (SMC CONSULTING ENGINEERS, P.C.) FOR 36TH NORTH BUSINESS PARK, WITH A VARIANCE IN THE MINIMUM WIDTH OF A PETROLEUM PIPELINE EASEMENT, GENERALLY LOCATED ON THE EAST SIDE OF 36TH AVENUE N.W. AND ½ MILE NORTH OF ROCK CREEK ROAD.

*

Item No. 9, being:

CONSIDERATION OF A FINAL PLAT SUBMITTED BY SUMMIT LAKES, L.L.C. (CLOUR ENGINEERING OF OKLAHOMA, INC.) FOR SUMMIT LAKES ADDITION, SECTION 8, GENERALLY LOCATED ½ MILE SOUTH OF ALAMEDA STREET AND ½ MILE EAST OF 24TH AVENUE S.E.

*

Item No. 10, being:

CONSIDERATION OF A FINAL PLAT SUBMITTED BY SUMMIT LAKES, L.L.C. (CLOUR ENGINEERING OF OKLAHOMA, INC.) FOR SUMMIT LAKES ADDITION, SECTION 10, GENERALLY LOCATED AT THE SOUTHWEST CORNER OF 36TH AVENUE S.E. AND EAST ALAMEDA STREET.

Item No. 11, being:

CONSIDERATION OF A SHORT FORM PLAT (SPF 0708-2) SUBMITTED BY KLN PROPERTIES, L.L.C. (CLOUR ENGINEERING OF OKLAHOMA, INC.) FOR MARR ESTATES, WITH A VARIANCE IN THE MINIMUM ACREAGE REQUIREMENT FOR A SHORT FORM PLAT, GENERALLY LOCATED AT THE SOUTHEAST CORNER OF GRAND VIEW AVENUE AND WEST ROCK CREEK ROAD.

*

Chairman McCarty asked if any member of the Planning Commission wished to remove any of the items from the Consent Docket. There being none, he asked whether anyone in the audience wished to remove any item from the Consent Docket. There being none, he turned to the Planning Commission for discussion.

Ed Adwon moved to place Item Nos. 3, and 7 through 11 on the Consent Docket and approve by one unanimous vote. Paul Minnis seconded the motion.

There being no further discussion, a vote was taken with the following result:

YEAS	Ed Adwon, Alan Atkins, Jim Gasaway, Curtis McCarty, Paul Minnis, Roberta Pailes, Zev Trachtenberg, Fred Walden
NAYES	None
MEMBERS ABSENT	Mike LaBrie

Recording Secretary Roné Tromble announced that the motion to place Item Nos. 3, and 7 through 11 on the Consent Docket to be approved by one unanimous vote passed by a vote of 8-0.

* * *

13. ITEM: CONSIDERATION OF CONSENT TO ENCROACHMENT NO. 0910-3 FOR LOT 1, BLOCK 1, AND LOT 1, BLOCK 4, TECUMSEH RIDGE SECTION II ADDITION. (3436 DEREK LANE AND 229 DOLLINA COURT

INFORMATION: City Council, in its meeting of February 27, 2007, rejected Consent to Encroachment No. 0607-8 for Lot 1, Block 1, and Lot 1, Block 4, Tecumseh Ridge Section II Addition. The applicant constructed brick walls with entry signage for the subdivision which encroached into the twenty-foot utility easement along the northern edge of each lot. Because of the conflict of a water line, the Homeowners' Association for the neighborhood previously objected to bearing responsibility for any damage to the wall which was a contributing factor in the previous denial. The developer has negotiated with the homeowners and both parties have reached an agreement. Staff has reconsidered the request and encroachment delineated in the above-described consent and has no objection to the request with the hold harmless conditions included in the consent document. Copies of an advisory memorandum; Consent to Encroachment; letter of request; Homeowners' agreement; conceptual drawings; Staff memoranda; supplemental material, and pertinent excerpts of City Council minutes are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Consent to Encroachment No. 0910-3; and, if approved, direct the filing thereof with the Cleveland County Clerk.

ACTION TAKEN: _____



office memorandum

TO: The Honorable Mayor and Councilmembers

THROUGH: Jeff Harley Bryant, City Attorney *JHB*
FROM: R. Blaine Nice, Assistant City Attorney *RBN*

DATE: January 11, 2010

SUBJECT: Consent to Encroachment No. 0910-3 Lot 1, Block 4 and Lot 1, Block 1 of Tecumseh Ridge Section 2 Addition to the City of Norman, Cleveland County, Oklahoma

BACKGROUND:

An encroachment request has been filed in the office of the City Clerk by the Tecumseh Ridge Home Owners Association requesting a Consent to Encroach into a City of Norman utility easement at the above-described property.

DISCUSSION:

The application for a consent to encroach concerns the encroachment upon a City of Norman utility easement to install entry walls into the subdivision's north entrance. An application previously filed on October 23, 2006 by the developer, Home Creations, was denied by Council on February 27, 2007, due to opposition from representatives of the home owners association.

On October 15, 2009, the Tecumseh Home Owners Association entered into an agreement with Green Hill Builders LLC to build the entry walls at the northern entrance into the addition. The association has agreed to accept all responsibility, both financial and legal, for the entry wall. A copy of the agreement is attached to the application.

Staff has reviewed the application, the agreement, and the "hold harmless" clause. Therefore, from a legal perspective it protects the City's concerns with respect to damage to the property owners' property should the City be required to perform work within its easement.

The benefit to having a consent to encroach on file is that it is evidence of the property owner's understanding that, while the City is allowing them to encroach upon the easement, the City is not liable and will not be responsible for damage to the property owner's property in the event such maintenance has to be performed within the easement.

RECOMMENDATION:

Based upon the above and foregoing, the City Attorney's office is forwarding the above Consent to Encroach for Council consideration.

Reviewed by: Steve Lewis, City Manager *SL*

cc: Ellen Usry, Deputy City Clerk
RBN:dj

CONSENT
Consent to Encroachment No. 0910-3

WHEREAS, the City of Norman, Cleveland County, is in possession of a utility easement on the land described as follows, to-wit:

Lot 1, Block 1 and Lot 1, Block 4 of the Tecumseh Ridge Section 2 Addition, to the City of Norman, Cleveland County, Oklahoma, a/k/a Tecumseh Ridge Addition;

AND WHEREAS, the Tecumseh Ridge Home Owners Association (hereinafter, the Property Owner") of the above-described property has entered into an Agreement with Green Hill Builders LLC to assume liability both legal and financial, for the entry walls;

AND WHEREAS, the Property Owner of the above-referenced property requests that entry walls into the subdivision be allowed to encroach upon an existing utility easement;

AND WHEREAS, the City has been requested to consent in writing to the entry walls into the subdivision being located at the requested location;

NOW, THEREFORE, the City of Norman does hereby consent to said entry walls into the subdivision being within and upon the utility easement with the following conditions:

1. The Property Owner be responsible for the cost of repairs for any damages to the City's utility easement caused by any excavation or other construction activities conducted on their behalf.
2. The Property Owner waive and release any claims against the City for any damages to the entry walls into the subdivision and related improvements caused by any excavation by the City for purposes of maintaining or replacing the City's utility facilities within the easement area.
3. The Property Owner will be responsible for the cost to repair or replace any or all of the entry wall after such repairs.
4. The Property Owner waives and releases any claims against the City for any damages to any or all of the entry wall and related improvements caused by any excavation by the City for purposes of maintaining or replacing the City's utility facilities within the easement area.
5. By encroaching on said easement, the Property Owner releases Oklahoma Electric Cooperative, Oklahoma Gas & Electric, Oklahoma Natural Gas, AT&T Southwest, and Cox Communications, Inc. of responsibility to repair, rebuild, or maintain any of their utilities placed in easement.
6. Damages to Oklahoma Electric Cooperative, Oklahoma Gas & Electric, Oklahoma Natural Gas, AT&T Southwest, and Cox Communications, Inc. facilities resultant from any current/future construction may carry possible financial charges to the Property Owner.

The consent is limited to the entry walls into the subdivision being located within the utility easement and the City does not authorize or consent to the construction or location of any other structure of a permanent nature within the easement. Further, this Consent is given with the understanding that the Property Owner is responsible for any and all direct and consequential damages resulting from the granting of this consent with entry to or upon the existing utility easement as required at any time in the future.

The City, or any other entity so authorized, shall not be held responsible for any and all direct or consequential damages to encroaching improvements resulting from entry, by the City, or any other entity so authorized, upon said utility easement, for any purpose associated with the maintenance, construction, relocation, etc. of any utility located within the said easement.

The consent is limited to the entry wall as indicated in the application being located within the utility easement and the City does not authorize or consent to the construction or location of any other structure(s) of a permanent nature within the easement. Further, this Consent is given with the understanding that the Property Owner is responsible for any and all direct and consequential damages resulting from the granting of this consent with entry to or upon the existing utility easement as required at any time in the future.

IN WITNESS WHEREOF, the undersigned has executed this consent this ____ day of _____, 2009.

THE CITY OF NORMAN, OKLAHOMA

Mayor

ATTEST:

City Clerk

On this _____ day of _____, 2009, before me personally appeared _____ and _____, to me to be known to be the identical persons who executed the same as their free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

My Commission Expires: _____

Notary Public

OWNER:

TECUMSEH RIDGE HOME OWNERS ASSOCIATION

By: _____
Richard Beevers, President

On this _____ day of _____, 2009, before me personally appeared _____
_____ to me to be known to be the identical person(s) who executed the same as his/her free and voluntary act and
deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

Notary Public

My Commission Expires: _____



November 2, 2009

RE: Consent to Encroach in Tecumseh Ridge Section 2

Mary Hatley
City Clerk, Norman
201 West Gray
Norman, OK 73070

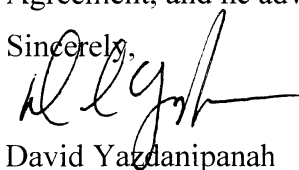
Dear Ms. Hatley,

This letter is a second request for a "Consent to Encroach" in the utility easement on the northern edge of the Tecumseh Ridge Section 2 Addition. This utility easement is 20' wide and runs along the entire length of the northern property line. We seek a Consent to Encroach in order to complete entry walls, each of which will bear the name of the neighborhood.

Previously, Home Creations applied for the same Consent more than two years ago. This earlier request was denied at a City Council meeting based on some opposition from representatives of the Tecumseh Ridge HOA. Later, an order for the demolition of the entry wall was given to Home Creations. At that point, we entered into discussions with the HOA regarding the future of the wall.

I am pleased to report that the HOA has dropped its objections to the wall and signed an Agreement accepting responsibility for the wall upon its completion. This Agreement is attached with this letter. I consulted with City Attorney Blaine Nice regarding this Agreement, and he advised we submit this letter with the attached Agreement.

Sincerely,


David Yazdanipناه
Field Coordinator
Home Creations

FILED IN THE OFFICE
OF THE CITY CLERK
ON 11/16/09

AGREEMENT

15 THIS AGREEMENT (hereinafter "Agreement") is made and entered into this day of October, 2009 by and between Green Hill Builders LLC (hereinafter "Builder"), an Oklahoma limited liability company and the Tecumseh Ridge Home Owners Association (hereinafter "HOA"), an Oklahoma limited liability company.

WHEREAS, Builder constructed entry walls in the Tecumseh Ridge Addition, Section 2, in Cleveland County, Oklahoma on portions of Lot 1 Block 1 and Lot 1 Block 4. The city of Norman issued a permit for the wall construction, but later notified Builder that the wall had been built over a municipal water line;

WHEREAS, in February, 2007, the Norman city council reviewed Builder's application for a Consent to Encroach. Upon the concerns voiced by HOA members regarding their unwillingness to assume responsibility for the wall, the city council ordered the wall torn down. Thereafter, discussions ensued between Builder and HOA;

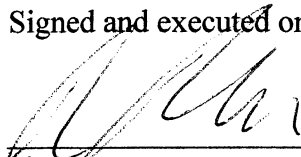
WHEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

W I T N E S S E T H

1. Location. Builder shall build entry wall (hereinafter "Wall") to completion on Lot 1 Block 1 and Lot 1 Block 4 of the Tecumseh Ridge Section 2 Addition to the city of Norman, Cleveland County, Oklahoma, as described on the Plat recorded on December 22, 2005 at Book 20, Page 207 in the records of the Cleveland County Clerk.
2. Responsibility. Upon Completion, HOA agrees to assume all legal and financial responsibility for the Wall upon its Completion. For the purposes of this Agreement, "Completion" shall mean that Builder and its contractors have finished construction activity on the Wall, and the Wall complies with applicable city standards.
3. Wall Completion. Builder shall complete the wall at Builder's expense and will notify HOA in writing or via electronic mail (e-mail) upon wall's Completion.
4. Modification. This Agreement shall not be modified or amended, except by a written instrument signed by the parties to be charged.
5. Counterparts. This Agreement may be executed in separate, faxed counterparts and the signature pages of each counterpart when combined will create a document binding on all parties.
6. Governing Law. This Agreement shall be governed by the laws of the State of Oklahoma.

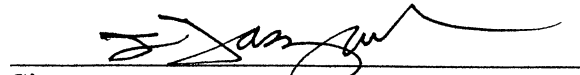
7. Legal Costs. In any court proceeding or legal dispute regarding this Agreement, both parties shall be responsible for their own costs, including legal fees and court costs.
8. Entire Agreement. This is the entire Agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

Signed and executed on the date first written above.



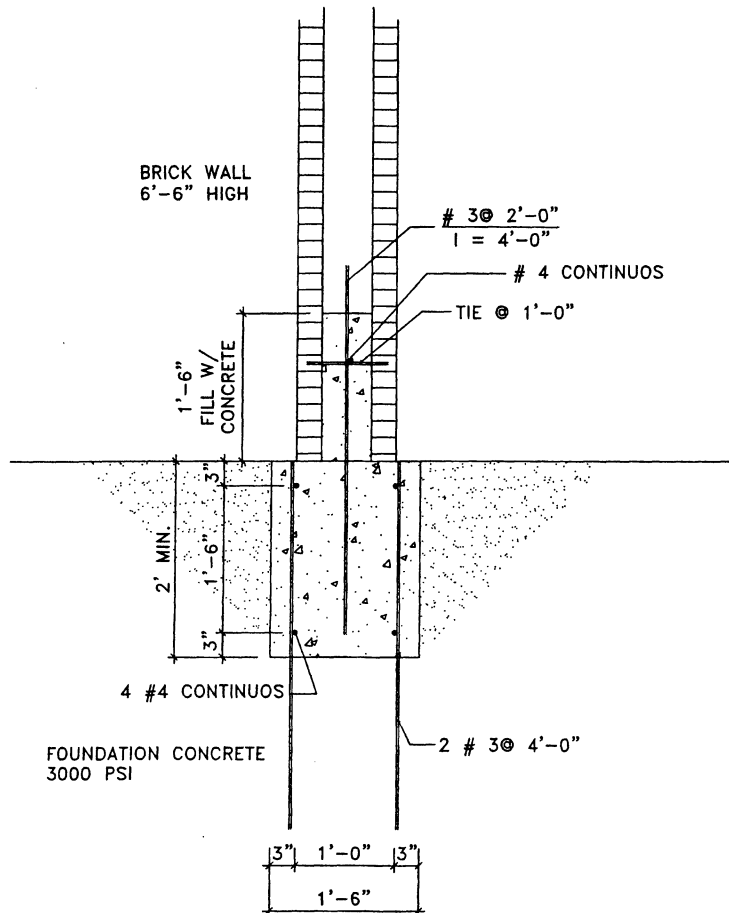
Signature

By: Richard Beevers
For: Tecumseh Ridge HOA
Its: President



Signature

By: Jalal Farzaneh
For: Green Hill Builders LLC
Its: Manager/Member



FOUNDATION FOR
ALL WALLS
SCALE: 1/2"=1'-0"

SHEET 1 OF 4

1995,1999 © COPYRIGHT HOME CREATIONS, INC.



Home Creations
ENTRY WALLS

DWG. NO.: 3/2002

REVISIONS

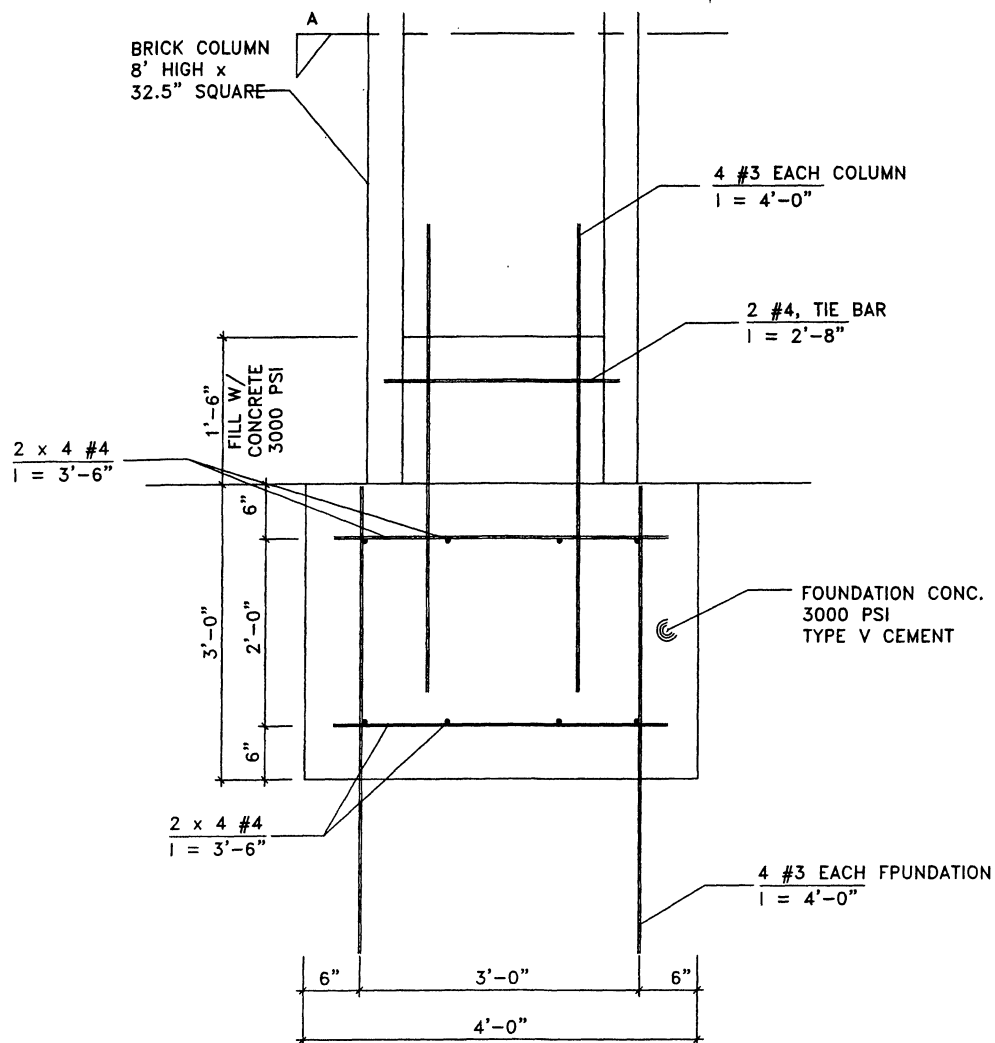
DATE: 12/27/02

3/13/03

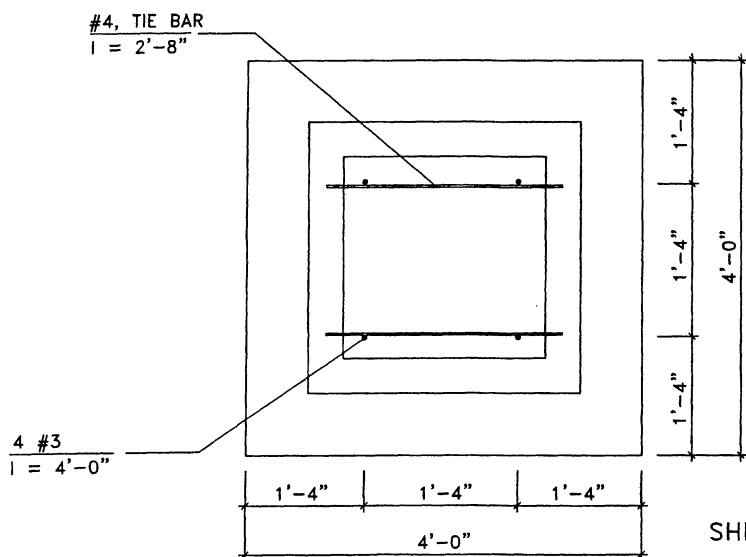
SCALE: NTS

31-3

13-7



FOUNDATION FOR
ALL WALL COLUMNS



SEC. A-A

SHEET 2 OF 4

1995,1999 © COPYRIGHT HOME CREATIONS, INC.



Home Creations
ENTRY WALLS

DWG. NO.: 3/2002

REVISIONS

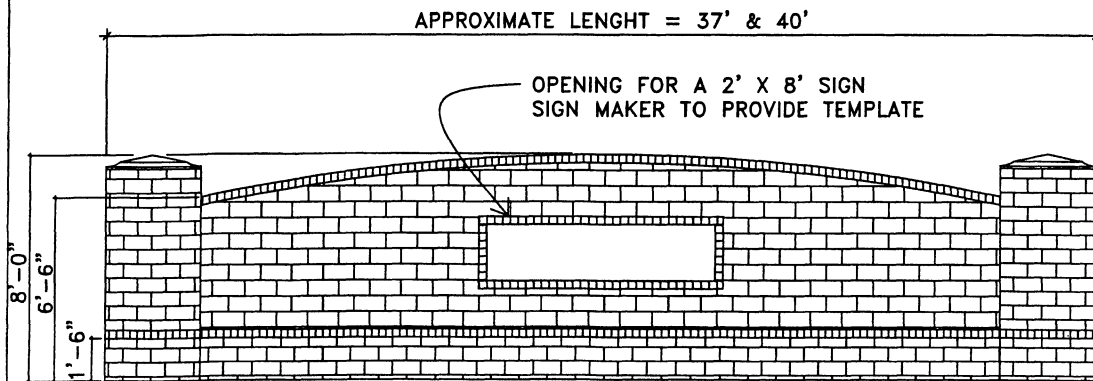
DATE: 12/27/02

3/13/03

SCALE: NTS

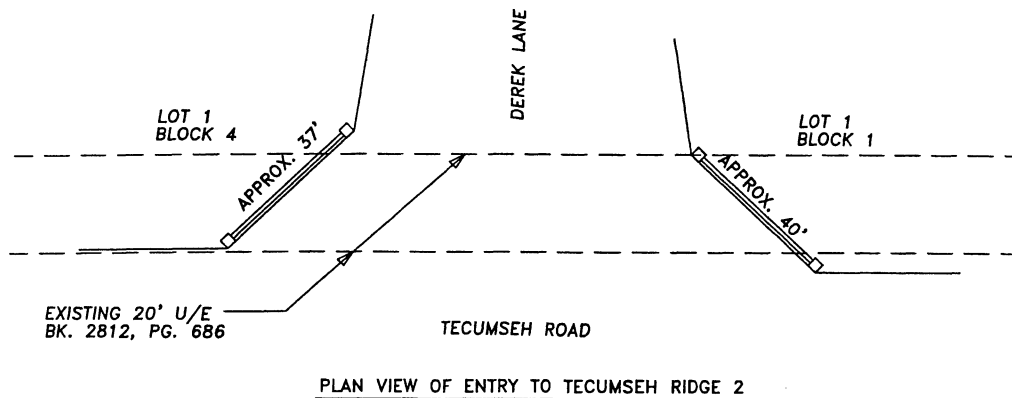
31-4

13-8



NOTES:


- 1.) DIMENSIONS TYPICAL FOR ALL ENTRY SIGNS.
- 2.) SIGNS PROVIDED BY WATERJET TECHNOLOGIES. PH. 236-2880
- 3.) SEE SHEETS 1 & 2 FOR COLUMN AND WALL DETAILS.
- 4.) THERE WILL BE TWO WALLS WITH SIGNS AT EACH ENTRY.



SHEET 3 OF 4

OK'D 11-3-06

1995,1999 © COPYRIGHT HOME CREATIONS, INC.

 <p>Home Creations</p>	Home Creations		DWG. NO.: 3/2002	REVISIONS
	ENTRY WALLS		DATE: 12/27/02	3/13/03
			SCALE: NTS	

31-5

13-9



DATE: November 16, 2009

TO: Jeff Bryant, City Attorney
Doug Koscinski, Current Planning Manager
Ken Danner, Development Coordinator
Ken Komiske, Director of Utilities

FROM: Brenda Hall, City Clerk *BH*

SUBJECT: Consent to Encroachment No. 0910-3

An Encroachment Request was filed in my office today for permission to encroach on a 20 foot utility easement located at the northern edge of Tecumseh Ridge Addition, Section 2. The encroachment was previously filed in October 30, 2006, and was denied by City Council on February 27, 2007, due to opposition from representatives of the homeowner's association. I am forwarding the letter of request, schematics, and the homeowner's association agreement. The application fee has been paid. After the information has been received from the Planning Department, Public Works Department, and Utilities Department and a determination has been made on whether to recommend approval or denial, please forward your recommendation and Consent to Encroachment Form, if needed, to my office in order that it may be scheduled as an agenda item.

It is anticipated that this encroachment will be scheduled as an agenda item on December 22, 2009, and the information must be received in my office by December 8, 2009. If there is a problem in meeting that timeframe, please advise.

smr
attachments

office memorandum



DATE: December 16, 2009

TO: Honorable Mayor and Councilmembers

FROM: Doug Koscinski, AICP *DSK*
Manager of Current Planning

SUBJECT: Agenda Item: December 22
Consent to Encroachment No. 0910-3
3436 Derek Lane and 229 Dollina Court

BACKGROUND. The applicant constructed brick walls with entry signage for this subdivision at each corner of the intersection of Tecumseh Road and Derek Lane, which is the northern entrance of Tecumseh Ridge Section II Addition. Lot 1, Block 1 (Derek Lane), and Lot 1, Block 4 (Dollina Court) are both zoned R-1, Single Family Dwelling District. The walls encroach into the twenty-foot utility easement along the northern edge of each lot. The applicant has requested that a Consent to Encroachment be approved. This same request was presented to the City Council in February 2007, but was disapproved at that time.

DISCUSSION. It is quite common for entrances to new subdivisions to be framed by such brick walls with the name of the subdivision encapsulated within the wall. In fact, Chapter 19 (Subdivision Regulations) Section 503 requires that perimeter fencing or screening be installed as one of the required subdivision improvements. The proposed wall location is consistent with the standard placement of such walls, which is also the standard location for perimeter utility easements. Because of the conflict with a major water line, the Homeowners' Association for the neighborhood previously objected to bearing responsibility for any damage to the wall should work ever be done on the water line, and was a contributing factor in the previous denial. The developer has continued to negotiate with the homeowners, and both parties have apparently reached an agreement. A signed copy of that agreement is attached to this agenda item. The HOA now agrees to accept responsibility for any potential damage to the wall.

RECOMMENDATION. Perimeter fencing is required by ordinance, although utility installations can sometimes result in conflicts. Developers often prefer to install more elaborate walls at major entrances which can be a costly burden to the HOA, but offer an upgraded appearance to the subdivision that can increase property values. As there is no zoning violation associated with this Consent to Encroach, Planning Staff supports this request.

DJK/ep

Reviewed by: Susan Connors, AICP *SC*
Director of Planning and Community Development



office memorandum

Date: January 5, 2010
To: Brenda Hall, City Clerk
From: Jim Speck, Capital Projects Engineer JS
Re: Consent to Encroach 0910-3
3436 Derek Lane and 229 Dollina Court

Lot 1, Block 1 (3436 Derek Lane), and Lot 1, Block 4 (229 Dollina Court) has a 20 foot Utility Easement along the northern property lines. The applicant requests construction of a masonry brick wall with entry signage at each corner of the intersection of Tecumseh Road and Derek Lane, which is the northern entrance of Tecumseh Ridge Section II Addition. The wall would encroach into the 20 foot Utility Easement. Currently, there is a 24-inch water line owned and maintained by the City located in the 20 foot U/E.

The Utilities Department objects to all encroachments on utility easements unless the applicant agrees to certain requirements being filed of record on the consent document. A recommendation to approve is forwarded only when the Tecumseh Ridge Homeowners Association (HOA) agrees to the following for this and all prior encroachments:

1. The HOA will be responsible for the cost to repair any damages to the City's utilities caused by any excavation or other construction activities conducted by the HOA or his agents.
2. The HOA will be responsible for the cost the City incurs to remove any wall, driveway, landscaping and any other structure, if needed to facilitate maintenance or repair of the City's utilities.
3. The HOA will be responsible for the cost to repair or replace the wall, driveway, or any other structure after such repairs.
4. The HOA will waive and release any claims against the City for any damages to the related improvements caused by the City for purposes of maintaining or replacing the City's utilities within the easement area.

The Utilities Department can approve the encroachment application if the above requirements are filed of record on the consent document. Please advise if you have any questions.

Cc: Jeff Bryant
Ken Danner
Ken Komiske
Mark Daniels
David Hager

office memorandum



Date: January 19, 2010

To: Blaine Nice, Assistant City Attorney

From: Ken Danner, Development Coordinator 

Subject: Consent to Encroach
Lot 1, Block 1 and Lot 1, Block 4, Tecumseh Ridge Addition, Section II

The Public Works staff does not oppose the subdivision entry walls within the utility easement. The Public Works/Engineering Division does yield to the Utilities Department for any city-owned utilities that might be located within the easement.

The utility companies desire a condition on the consent to encroach that they will be held harmless in the course of maintaining their facilities. We received new letters from some of the utility companies (attached), other utility companies stated they responded to this request in 2007.

If you have any further questions, please feel free to contact me.

tf

Reviewed by: Shawn O'Leary, Director of Public Works 

cc: Brenda Hall, City Clerk
Ken Komiske, Director of Utilities
Bob Hanger, City Engineer

Cox Communications, Inc.
6301 Waterford Blvd., Suite 200
Oklahoma City, Oklahoma 73118



December 8, 2009

The City of Norman
Planning and Community Development
Attn. Ken Danner
PO Box 370
Norman, Oklahoma 73070

RE: Consent to Encroachment No. 0910-3

To Whom It May Concern:

Cox Communications, has no objection to the encroachment of the 20 foot utility easement located at the northern edge of Tecumseh Ridge Addition to build entry walls to the addition located at Derek Lane on Lot 1, Block 1, and Lot 1 Block 4 of Tecumseh Ridge Addition, of Norman, Cleveland County, Oklahoma.

Prior to beginning any digging and/ or trenching activities, please call OKIE-ONE 1-800-522-6543 for exact location of our facilities. Cost to repair any Cox Communications, facility damage during construction of this project will be the responsibility of the damaging party.

If you have any question or concerns, please feel free to contact our office at (405) 600-6269 or (405)600-6336

Sincerely,

A handwritten signature in cursive script, appearing to read "Marshall Birchett".

Marshall Birchett
Right of Way Agent

jf



Terri Hayes
Engineering and Construction
6100 S Walker Avenue
Room 111-E
Oklahoma City, OK 73139

T: 405-636-3770
F: 405-636-3778

January 29, 2009

**Consent to Encroach
Utility Easement – No. 0910-1
Tecumseh Ridge Section 2
Lot 1 Block 1 & Lot 1 Block 4
Cleveland County
Norman, Ok.**

To Whom It May Concern:

Review of the above request to encroach the existing 20' utility easement to build a subdivision entry wall on the above referenced properties has been completed. Please be advised that ATT Southwest has no objections to encroach upon said easement under the following advisements.

- a. AT&T does have a buried copper distribution cable located within the rear 20' utility easement of the above referenced properties.
- b. By encroaching on said easement, the property owner hereby releases AT&T of responsibility to repair, rebuild, or maintain any properties placed by property owner in said easement.
- c. Property owner must ensure accurate up-to-date facilities locates are obtained by contacting OKIE-ONE (1-800-522-6543).
- d. Damage to AT&T facilities resulting from this or any future construction within this easement may carry cost charges to property owner.
- e. Any requests to move and/or lower facilities will be at the property owner's cost.
- f. AT&T retains all of its rights with respect to its property, right-of-way or easement. Specifically, AT&T retains the right to access its telecommunications facilities to repair, maintain or augment its telecommunications network.

If you have any questions, please feel free to contact me on (405) 636-3770.

Sincerely,

Terri Hayes
Manager – OSP Planning and Engineering Design
Norman/Noble Wire Centers
6100 S. Walker, Room 111E
Oklahoma City, Oklahoma 73139



PO Box 321
Oklahoma City, Oklahoma 73101-0321

DECEMBER 10, 2009

KEN DANNER, DEVELOPMENT COORDINATOR
NORMAN PLANNING COMMISSION
P. O. BOX 370
NORMAN, OK. 73070

RE: **Applicant: HOME CREATIONS**
Consent to encroach in a 20' utility easement
Entrance to TECUMSEH RIDGE II ADDITION
Consent to Encroachment No. 0910-3

Mr. Danner;

Available records show OG&E Electric Services has underground facilities in the 20' utility easement, at the entrance way to the above mentioned addition. Care will need to be taken not to disturb our lines during the construction phase of the entry walls. OG&E does not object to the encroachment, provided the applicant abides by the city of Norman guidelines for the work described and does the following:

- 1.) Notify "Call-Okie" at 840-5032 at least 48 hours before digging to have all lines marked.
- 2.) Call OG&E construction at 553-5143 two days before trenching closer than **four feet to a electric pole, or three feet to an underground line.**
- 3.) OG&E will not be held responsible for damaging a private line in a (public/platted) easement.
- 4.) OG&E would need to be reimbursed ahead of time for the cost of relocating any facilities.

If there is any disruption to an OG&E customer because of work performed in the installation of the entry wall, Home Creations will be responsible for any costs incurred by OG&E to restore service. Obtaining permission from the City of Norman and beginning the above referenced construction constitutes acceptance of the terms of this letter. If you have any questions, please contact me at (405) 553-5174.

Sincerely,

A handwritten signature in black ink that reads 'Timothy J. Bailey'. The signature is written in a cursive style with a large 'T' and 'B'.

Timothy J. Bailey
Right-Of-Way Agent

Item 30, continued:

and the question being upon acknowledging receipt of Proclamation No. P-0607-12 proclaiming Tuesday, February 27, 2007, as National American Business Clubs (AMBUCS) Service Day in the City of Norman and upon the subsequent directive, a vote was taken with the following result:

YEAS:	Councilmembers Butler, Cubberley, Hopper, Rosenthal, Stanley, Stawicki, Thompson, Mayor Haralson
NAYES:	None

The Mayor declared the motion carried and receipt of Proclamation No. P-0607-12 proclaiming Tuesday, February 27, 2007, as National American Business Clubs (AMBUCS) Service Day in the City of Norman acknowledged; and the filing thereof was directed.

* * * * *

Item 31, being:

CONSIDERATION OF CONSENT TO ENCROACHMENT NO. 0607-8 FOR LOT 1, BLOCK 4, AND LOT 1, BLOCK 1 OF TECUMSEH RIDGE II ADDITION.

Councilmember Stawicki moved that Consent to Encroachment No. 0607-8 be approved and the filing thereof with the Cleveland County Clerk be directed, which motion was duly seconded by Councilmember Hopper;

Items submitted for the record

1. Memorandum dated February 13, 2007, from R. Blaine Nice, Assistant City Attorney, through Jeff Harley Bryant, City Attorney, to the Honorable Mayor and Councilmembers
2. Consent to Encroachment No. 0607-8
3. Location/diagram maps
4. Letter of request dated October 23, 2006, from Craig M. Kessler, Land Development Manager, Home Creations, to Mary Hatley, City Clerk
5. Memorandum dated November 3, 2006, from Mary Hatley, City Clerk, to Jeff Bryant, City Attorney; Doug Koscinski, Current Planning Manager; Ken Danner, Development Coordinator; and Ken Komiske, Director of Utilities
6. Memorandum dated February 15, 2007, from Mark Daniels, Utilities Engineer, to Mary Hatley, City Clerk
7. Memorandum dated February 15, 2007, from Ken Danner, Development Coordinator, to Blaine Nice, Assistant City Attorney
8. Memorandum dated February 16, 2007, from Doug Koscinski, AICP, Manager of Current Planning, to Honorable Mayor and Councilmembers
9. Letter dated January 22, 2007, from Timothy J. Bailey, Field Service Specialist, OG&E Electric Services, to Ken Danner, Development Coordinator
10. Letter dated January 22, 2007, from William Hess, Manager, AT&T Engineering Design, AT&T, to Whom It May Concern
11. Letter dated January 25, 2007, from Jay Sullivan, Supervisor IV Operations, Oklahoma Natural Gas, to Ken Danner, Norman Planning Commission
12. Letter dated February 1, 2007, from Marshall Birchett, Right-of-Way Agent, Cox Communications, Inc., to Ken Danner, Planning and Community Development

Participants in discussion

1. Mr. Bruce Leach, 3405 Derek Lane, protestant
2. Mr. Nick Maddock, 202 Tecumseh Ridge, protestant
3. Mr. Jeff Bryant, City Attorney
4. Mr. Richard Massie, Co-Interim City Manager
5. Mr. Shawn O'Leary, Director of Public Works

and the question being upon approving Consent to Encroachment No. 0607-8 and upon the subsequent directive, a vote was taken with the following result:

YEAS:	None
NAYES:	Councilmembers Butler, Cubberley, Hopper, Rosenthal, Stanley, Stawicki, Thompson, Mayor Haralson

The Mayor declared the motion failed and Consent to Encroachment No. 0607-8 was not approved.

* * * * *

14. ITEM: CONSIDERATION OF CONSENT TO ENCROACHMENT NO. 0910-5 FOR LOT 7, BLOCK 2, BROOKHAVEN ADDITION, SECTION 40. (2100 BROOKHAVEN BOULEVARD)

INFORMATION: Staff has considered the request and encroachment delineated in the above-described consent and recommends Consent to Encroachment No. 0910-5 be approved. Copies of an advisory memorandum; Consent to Encroachment; location maps; letter of request; letters from utility companies, and Staff memoranda are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Consent to Encroachment No. 0910-5; and, if approved, direct the filing thereof with the Cleveland County Clerk.

ACTION TAKEN: _____



office memorandum

TO: The Honorable Mayor and Councilmembers

THROUGH: Jeff Harley Bryant, City Attorney

FROM: R. Blaine Nice, Assistant City Attorney

DATE: January 5, 2010

SUBJECT: Consent to Encroachment No. 0910-5; Lot7, Block 2, Brookhaven Boulevard, Section 40, to the City of Norman, Cleveland County, Oklahoma, a/k/a 2100 Brookhaven Boulevard

BACKGROUND:

An encroachment request has been filed in the office of the City Clerk by the Rick L. Byrd of Precision Builders, on behalf of Rick and Dava Boyd, requesting a Consent to Encroach into a City of Norman utility easement at the above-described property.

DISCUSSION:

The application for a consent to encroach concerns the encroachment upon a City of Norman utility easement of a driveway.

Staff has reviewed the application and the "hold harmless" clause. Therefore, from a legal perspective it protects the City's concerns with respect to damage to the property owner's property should the City or other authorized entity be required to perform work within its easement.

The benefit to having a consent to encroach on file is that it is evidence of the property owners' understanding that, while the City is allowing them to encroach upon the easement, the City is not liable and will not be responsible for damage to the property owners' property in the event such maintenance has to be performed within the easement.

RECOMMENDATION:

Based upon the above and foregoing, the City Attorney's office is forwarding the above Consent to Encroach for Council consideration.

Reviewed by: Steve Lewis, City Manager

cc: Ellen Usry, Deputy City Clerk

CONSENT
Consent to Encroachment No. 0910-5

WHEREAS, the City of Norman, Cleveland County, is in possession of a utility easement on the land described as follows, to-wit:

Lot 7, Block 2, Brookhaven Addition, Section 40 to the City of Norman, Cleveland County, Oklahoma, a/k/a 2100
Brookhaven Boulevard,

AND WHEREAS, the owner of the above-described property requests that a driveway be allowed to encroach upon an existing utility easement;

AND WHEREAS, the City has been requested to consent in writing to the driveway on the property being located at the requested location;

NOW, THEREFORE, the City of Norman does hereby consent to said driveway on the property being within and upon the utility easement with the following conditions:

1. The property owner be responsible for the cost of repairs for any damages to the City's utility easement caused by any excavation or other construction activities conducted on their behalf; and
2. The property owner will be responsible for the cost the City incurs to remove any or all of the driveway, if needed, to facilitate maintenance or repair of the City's utilities.
3. The property owner will be responsible for the cost to repair or replace any or all of the driveway for such repairs.
4. The property owner waives and releases any claims against the City for any damages to any or all of the driveway and related improvements caused by any excavation by the City for purposes of maintaining or replacing the City's utility facilities within the easement area.
5. By encroaching on said easement, the property owner releases Oklahoma Electric Cooperative, Oklahoma Gas & Electric, Oklahoma Natural Gas, AT&T Southwest, and Cox Communications, Inc. of responsibility to repair, rebuild, or maintain any of their utilities placed in easement.
6. Damages to Oklahoma Electric Cooperative, Oklahoma Gas & Electric, Oklahoma Natural Gas, AT&T Southwest, and Cox Communications, Inc. facilities resultant from any current/future construction may carry possible financial charges to the property owner.

The consent is limited to the driveway as indicated in the application being located within the utility easement and the City does not authorize or consent to the construction or location of any other structure(s) of a permanent nature within the easement. Further, this Consent is given with the understanding that the property owner is responsible for any and all direct and consequential damages resulting from the granting of this consent with entry to or upon the existing utility easement as required at any time in the future.

The City, or any other entity so authorized, shall not be held responsible for any and all direct or consequential damages to encroaching improvements resulting from entry, by the City, or any other entity so authorized, upon said utility easement, for any purpose associated with the maintenance, construction, relocation, etc. of any utility located within the said easement.

IN WITNESS WHEREOF, the undersigned has executed this consent this ____ day of _____, 2010.

THE CITY OF NORMAN, OKLAHOMA

Mayor

ATTEST:

City Clerk

On this ____ day of _____, 2010, before me personally appeared _____ and _____, to me to be known to be the identical persons who executed the same as their free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

My Commission Expires: _____

Notary Public

OWNERS:

By: _____
Rick Byrd, Owner

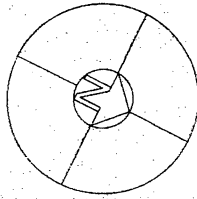
By: _____
Dava Byrd, Owner

On this ____ day of _____, 2010, before me personally appeared _____ and _____, to me to be known to be the identical person(s) who executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

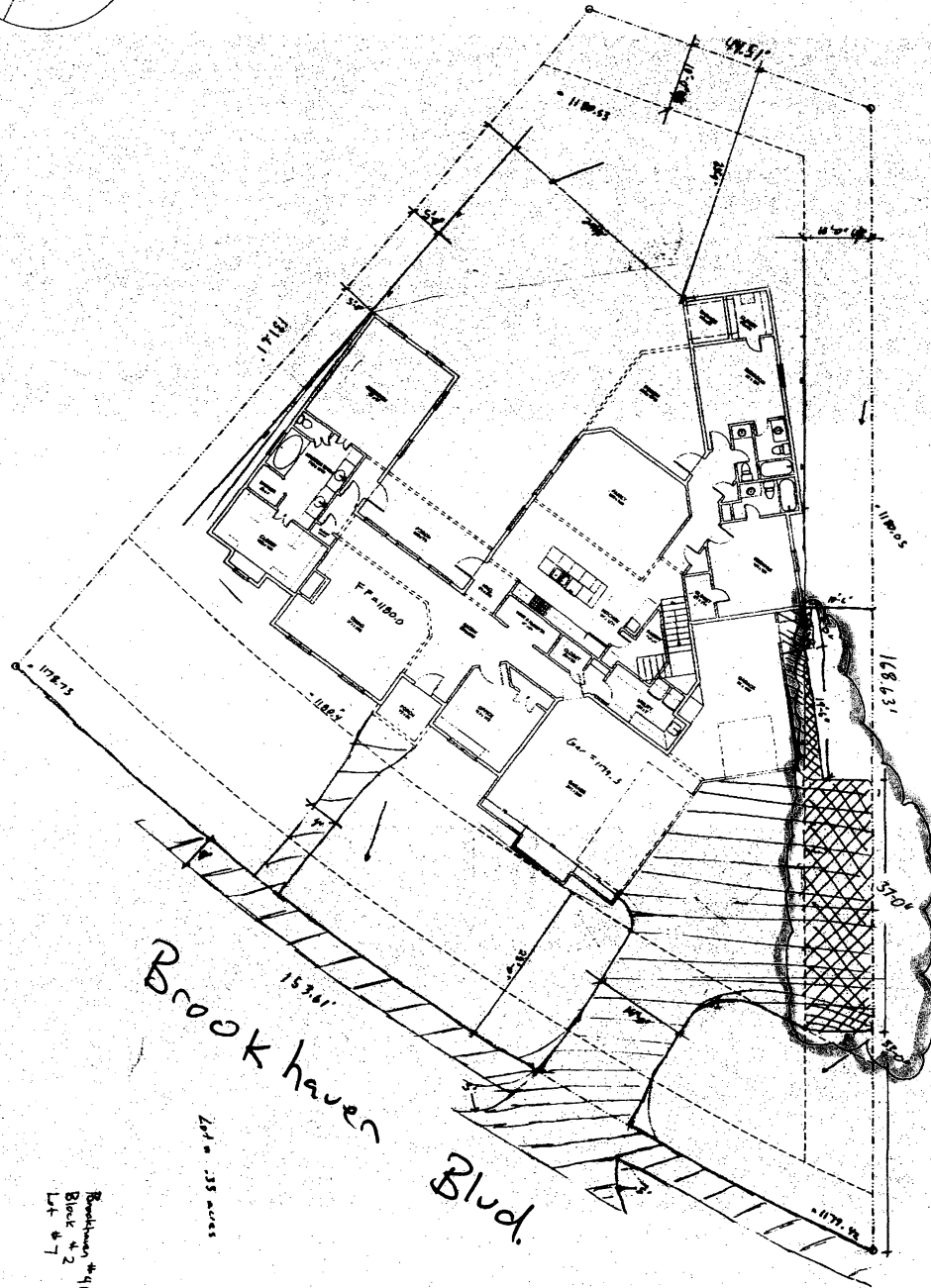
Notary Public

My Commission Expires: _____



SITE PLAN

SCALE: 1/8"=1'-0"



A1.1

Sheet No.

Revisions

Date

07/27/09

Project No.

0727-09

Contractor/Owner

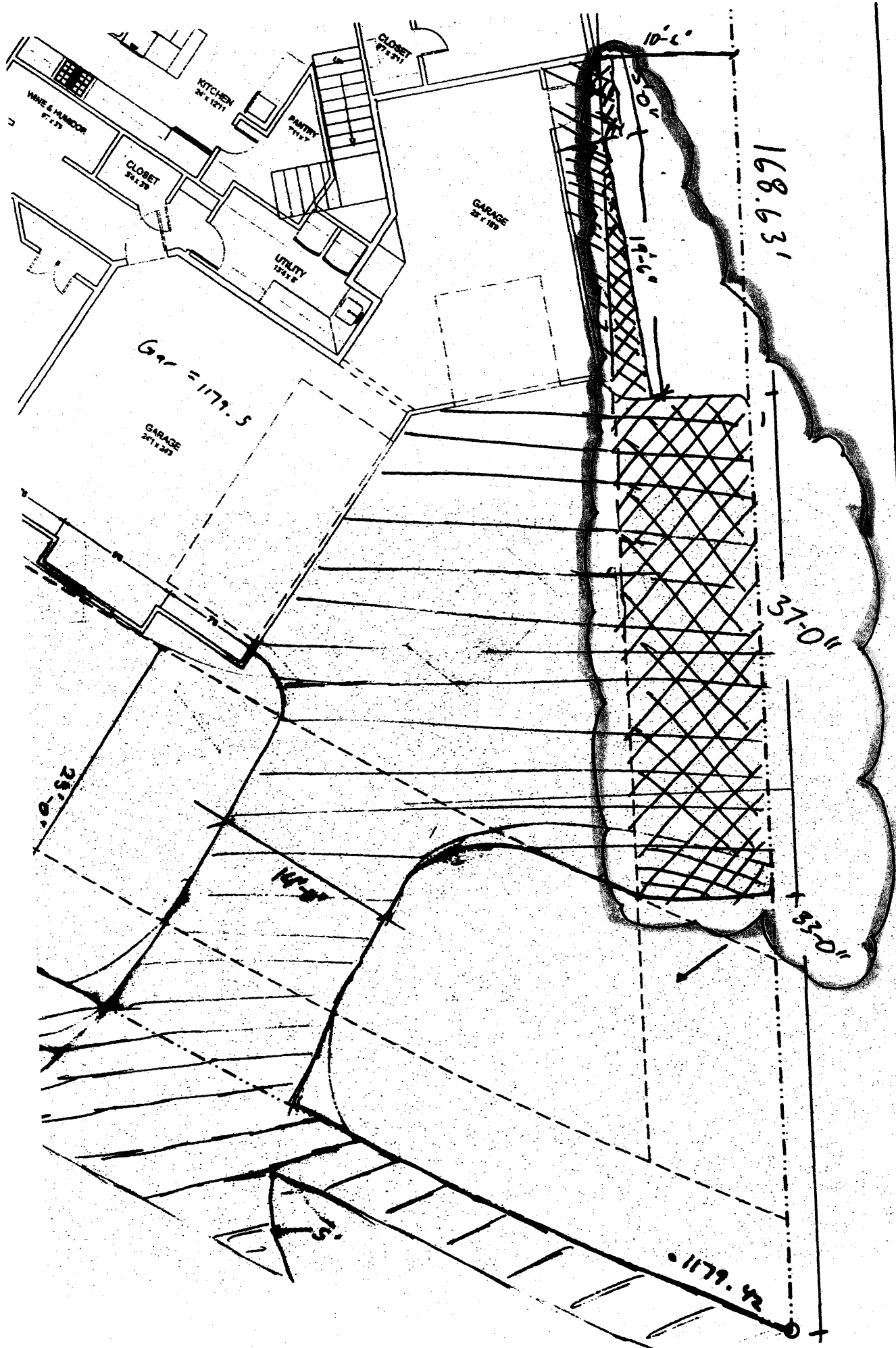
Rick Byrd
2100 Brookhaven
Norman, Oklahoma 73072
(405)329-9634

Property
2100 Brookhaven Blvd.
Norman, Oklahoma, 73072
(405)329-9634

DAVE BOYD DESIGNS

12525 Rempe Farm Road
Oklahoma City, Oklahoma 73173
(405) 745-3708





December 8, 2009

City of Norman
201 West Gray, Bldg A
Norman, Oklahoma 73069

Attn.: Ken Danner
Development Coordinator

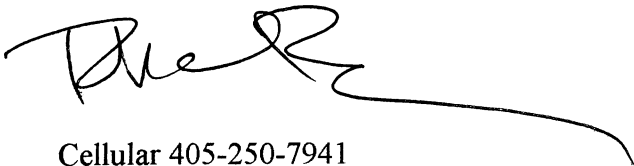
Reference: Utility Easement Encroachment Request
Lot 7, Block 2, Brookhaven 40
2100 Brookhaven Blvd

Dear Mr. Danner,
Rick and Dava Byrd owns lot 7, Block 2, of Brookhaven 40 and requests Council approval of the encroachment of a driveway on the referenced easement by the City of Norman. Please see attached approval emails and letters from each entity associated with the easement.

Please accept our \$400.00 check and this letter as our request for the encroachment of reference.

Sincerely,

Rick L. Byrd

A handwritten signature in black ink, appearing to read 'Rick L. Byrd', with a long horizontal flourish extending to the right.

Cellular 405-250-7941

Attachments: Site plan

**FILED IN THE OFFICE
OF THE CITY CLERK
ON 12/9/09**



Terri Hayes
Engineering and Construction
6100 S Walker Avenue
Room 111-E
Oklahoma City, OK 73139

T: 405-636-3770
F: 405-636-3778

December 3, 2009

**Consent to Encroach
Utility Easement
Brookhaven No. 40 Addition
Block 2, Lot 7
Cleveland County
a/k/a 2100 Brookhaven Blvd.
Norman, Ok.**

To Whom It May Concern:

Review of the above request to encroach the existing utility easements on the above referenced property has been completed. Please be advised that ATT Southwest has no objections to encroach upon said easement under the following advisements.

- a. AT&T does have a buried copper distribution cable located within the rear utility easement (west side) of this lot but it does not appear to be in conflict with your plans to encroach on the utility easement on the north side of the lot.
- b. By encroaching on said easement, the property owner hereby releases AT&T of responsibility to repair, rebuild, or maintain any properties placed by property owner in said easement.
- c. Property owner must ensure accurate up-to-date facilities locates are obtained by contacting OKIE-ONE (1-800-522-6543).
- d. Damage to AT&T facilities resulting from this or any future construction within this easement may carry cost charges to property owner.
- e. Any requests to move and/or lower facilities will be at the property owner's cost.
- f. AT&T retains all of its rights with respect to its property, right-of-way or easement. Specifically, AT&T retains the right to access its telecommunications facilities to repair, maintain or augment its telecommunications network.

If you have any questions, please feel free to contact me on (405) 636-3770.

Sincerely,

Terri Hayes
Manager – OSP Planning and Engineering Design
Norman/Noble Wire Centers
6100 S. Walker, Room 111E
Oklahoma City, Oklahoma 73139

November 17, 2009

Rick L. Byrd
Precision Builders
221 48th Ave NW 73072
Norman, OK

LETTER OF NO OBJECTION for driveway to be installed on the north property line of
2100 Brookhaven Blvd.

Oklahoma Natural Gas does not object for the purpose described above. Although we do have
a 2" (inch) plastic on the east side of Brookhaven Blvd.

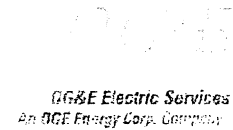
We request that Okie One Call system (840-5032 or 1-800-522-6543) be contacted a minimum
of forty-eight (48) hours before any underground construction is preformed. Should our
facilities be damaged as a result of your installation or maintenance, you and/or your
contractor will be liable for any cost for repairs. These costs could include a cost calculation for
gas loss should any occur.

If we can be of further assistance, please let us know.

Sincerely,

Jevin Scholle
South Metro Field Tech II

PO Box 321
Oklahoma City, Oklahoma 73101-0321
405 553 3000
ogewe.com



NOVEMBER 13, 2009

PRECISION BUILDERS
ATTN: RICK L. BYRD
221 48th AVENUE NW
NORMAN, OK. 73072

DESCRIPTION OF WORK: **Permission to install concrete driveway in platted U/E**
LEGALS OF WORK LOCATION: **Lot 7, Block 2 BROOKHAVEN #40 ADDITION**
2100 Brookhaven Blvd., Norman, Oklahoma

Mr. Byrd:

Your request for approval from Oklahoma Gas & Electric Company to allow a concrete driveway be installed in a platted utility easement, located along the north lot line, has been reviewed. Our records show OG&E has no facilities in this utility easement. OG&E does not object to the above mentioned request, provided the applicant abides by the City of Norman guidelines for the work described, and does the following:

- 1.) Notify "Call-Okie" at 840-5032 at least 48 hours before digging to have all lines marked.
- 2.) Call OG&E construction at 553-5143 two days before trenching closer than **four feet to a electric pole, or three feet to an underground line.**
- 3.) OG&E will not be held responsible for damaging a private line in a (public/platted) easement.
- 4.) OG&E would need to be reimbursed ahead of time for the cost of relocating any facilities.

If there is any disruption to an OG&E customer because of work performed in the installation of the driveway, you and your contractor will be responsible for any costs incurred by OG&E to restore service. Obtaining permission from the City of Norman and beginning the above referenced construction constitutes acceptance of the terms of this letter. If you have any questions, please contact me at (405) 553-5174.

Sincerely,

Timothy J. Bailey
Right-Of-Way Agent

Rick

From: Thad Peterson [TPeterson@okcoop.org]
Sent: Thursday, November 12, 2009 3:15 PM
To: Rick
Subject: RE: 2100 Brookhaven Blvd. - Consent to Encroach

Rick,

OEC has no objection to the encroachment.

Thanks
Thad Peterson
217 6625

From: Rick [mailto:rick@pbinorman.com]
Sent: Thursday, November 12, 2009 7:20 AM
To: Thad Peterson
Cc: Randy Harnsberger
Subject: 2100 Brookhaven Blvd. - Consent to Encroach
Importance: Low

Thad

My name is Rick Byrd and I am building a house for our family at 2100 Brookhaven Blvd (Brookhaven #40, Block 2, Lot 7.) The lot configuration is not conducive to a typical floor plan layout. Therefore, we had to design a house that stretched the build extents. The layout would be better suited if the driveway concrete could be installed to the property line. I believe most of the utility lines are on the north side of the utility easement.

I will be submitting consent to encroach to the City of Norman. A member of the Engineering Department suggested that I request approval from OEC and other utility companies prior to submitting my request. The attached plan indicates the requested encroachment on the north side of the site. The main drive concrete request consist of 370sf (10'x37'.) The garage sidewalk consists of approximately 34sf.

Please review and let me know if this presents an issue with your company.

I do not believe you have any lines at the location of the proposed concrete.

Rick L. Byrd
Precision Builders
405-329-9634
405-250-7941 cell

Cox Communications
6301 Waterford Boulevard, Suite 200
Oklahoma City, Oklahoma 73118
Telephone 405/600-8282



November 12, 2009

Precision Builders
Attn. Rick Byrd
221 48th Avenue NW
Norman, Oklahoma 73072

RE: 2100 Brookhaven Blvd.

To Whom It May Concern:

Cox Communications, has no objection to the encroachment of the concrete drive way on the north side of the property and utility easement, located on Lot 7 Block 2, of Brookhaven # 40 Addition, to Norman, Cleveland County, Oklahoma.

Prior to beginning any digging and/ or trenching activities, please call OKIE-ONE at 1-800-522-6543 for exact location of our facilities. Cost to repair any Cox Communications, facility damage during construction of this project will be the responsibility of the damaging party.

If you have any question or concerns, please feel free to contact our office at (405) 600-6269.

Sincerely,

A handwritten signature in black ink, appearing to read "Marshall Birchett".

Marshall Birchett
Right of Way Agent

cb

office memorandum



DATE: December 9, 2009

TO: Jeff Bryant, City Attorney
Doug Koscinski, Current Planning Manager
Ken Danner, Development Coordinator
Ken Komiske, Director of Utilities

FROM: Brenda Hall, City Clerk

BH smr LEU

SUBJECT: Request for Consent to Encroachment No. 0910-5

I am in receipt of a request for permission to encroach on a utility easement to build a driveway located at Lot 7, Block 2, Brookhaven Addition, Section 40, a/k/a 2100 Brookhaven Boulevard. I am forwarding the letter of request, site plan, and letters from Oklahoma Electric Cooperative, AT&T, Cox Communications, and Oklahoma Gas and Electric. After the information has been received from the Planning Department, Public Works Department, and Utilities Department and a determination has been made on whether to recommend approval or denial, please forward your recommendation and Consent to Encroachment Form, if needed, to my office in order that it may be scheduled as an agenda item.

This item will be scheduled as an agenda item on January 26, 2010, and the information must be received in my office by January 11, 2010. If there is a problem in meeting that timeframe, please advise.

smr
attachments



Date: January 5, 2010
To: Brenda Hall, City Clerk
From: Jim Speck, Capital Projects Engineer JS
Re: Consent to Encroach 0910-5
2100 Brookhaven Blvd

Currently, Lot 7, Block 2, Brookhaven Addition, Section 40, has a 10 Foot Utility Easement located along the northern property lines. The owner requests construction of a concrete driveway along a portion of the northern property line, which will encroach into the platted utility easements. There are no utilities owned and maintained by the City located in the northern U/E.

The Utilities Department objects to all encroachments on utility easements unless the applicant agrees to certain requirements being filed of record on the consent document. A recommendation to approve is forwarded only when the applicant agrees to the following for this and all prior encroachments:

1. The property owner will be responsible for the cost to repair any damages to the City's utilities caused by any excavation or other construction activities conducted by the property owner or his agents.
2. The property owner will be responsible for the cost the City incurs to remove any retaining wall, driveway, landscaping and any other structure, if needed to facilitate maintenance or repair of the City's utilities.
3. The property owner will be responsible for the cost to repair or replace the retaining wall, driveway, or any other structure after such repairs.
4. The property owner will waive and release any claims against the City for any damages to the residence and related improvements caused by the City for purposes of installing, maintaining, or replacing the City's utilities within the easement area.

The Utilities Department can approve the encroachment application if the above requirements are filed of record on the consent document. Please advise if you have any questions.

Cc: Jeff Bryant
Ken Danner
Ken Komiske
Mark Daniels
David Hager

DATE: January 19, 2010

TO: Honorable Mayor and Councilmembers

FROM: Doug Koscinski, AICP *DJK*
Manager of Current Planning

SUBJECT: Agenda Item: January 26, 2010
Consent to Encroachment No. 0910-5
2100 Brookhaven Blvd

BACKGROUND. This lot, also known as Lot 7, Block 2, Brookhaven Addition, Section 40, is zoned R-1, Single-Family Dwelling District. The owner of this property was recently issued a building permit to construct a new single-family home. The lot is very wide at the street, but narrows considerably at the rear. The proposed residence was designed as a single story structure, and includes a three-car side-entry garage along the northern edge of the lot. To provide additional maneuvering room when cars utilize the garage, the applicant would like to pave additional area that will encroach into the ten-foot utility easement along that side of the lot. The applicant has requested that a Consent to Encroachment be approved for that construction to occur.

DISCUSSION. The proposed encroachment will allow pavement to extend to the side property line, and will cover approximately a ten by thirty-seven foot area of the easement, plus a smaller amount for a sidewalk adjacent to the garage. No part of the structure will be built in the easement, and only a portion of that easement will be covered. Separate letters from each of the franchised utility companies are submitted, expressing no opposition to the encroachment.

RECOMMENDATION. The Zoning Ordinance does not automatically prohibit the construction of a driveway in a utility easement, provided there is no conflict expressed by franchise utilities. Planning Staff is not opposed to this request, and recommends approval of this Consent to Encroachment.


DJK/ep

Reviewed by: Susan Connors, AICP *SC*
Director of Planning and Community Development



DATE: January 7, 2010

TO: Blaine Nice, Assistant City Attorney


FROM: Ken Danner, Development Manager 

SUBJECT: Consent to Encroach
Lot 7, Block 2, Brookhaven No. 40 Addition
2100 Brookhaven Boulevard

Public Works staff does not oppose the proposed driveway within a 10-foot (10') utility easement. We do yield to the Utilities Department regarding any possible sanitary sewer mains that might be located within the utility easement. The City and utility companies should be held harmless in the course of maintaining their facilities. Attached are responses from the utility companies.

If you have further questions, please feel free to contact me.

KD/tf

Reviewed by: Shawn O'Leary, Director of Public Works 

cc: Brenda Hall, City Clerk
Ken Komiske, Director of Utilities
Bob Hanger, City Engineer

15. ITEM: SPECIAL CLAIM NO. 0910-4: A CLAIM IN THE REDUCED AMOUNT OF \$5,400 SUBMITTED BY TERRY PEASEL FOR DAMAGES TO HIS DRIVEWAY AND TIN HORN FROM SANITATION TRUCKS USING HIS DRIVEWAY TO TURN-AROUND AT 3907 DELLA STREET.

INFORMATION: The above-described special claim has been examined by the City Attorney and found to be in order and proper as to form. Staff recommends approval. Copies of an advisory memorandum, claim, Staff memoranda, and support material are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Special Claim No. 0910-4; and, if approved, direct payment in the reduced amount of \$5,400 contingent upon obtaining a release and Covenant Not to Sue from Terry Peasel.

ACTION TAKEN: _____



DATE: January 13, 2010

TO: The Honorable Mayor and Councilmembers

THROUGH: Jeff Harley Bryant, City Attorney *JHB*

FROM: R. Blaine Nice, Assistant City Attorney *BN*

SUBJECT: AGENDA ITEM – Claim of Terry Peasel

BACKGROUND:

A claim has been filed by Terry Peasel in the amount of \$8,988 for damages to his driveway. Mr. Peasel alleges that since December 8, 2008, that City of Norman sanitation trucks have been using his driveway, located at 3907 North Della Street, to turn around which has damaged the concrete driveway and crushed the tin horn. Mr. Peasel has offered to settle his claim for \$5,400. The settlement offer is being presented to City Council for consideration at this time.

DISCUSSION:

This incident was investigated by Gary Seal, Utilities Supervisor. Mr. Seal reported that prior to receipt of the claim, the City of Norman had a verbal agreement with the previous property owner to allow Sanitation collection trucks to turn around in the driveway.

On May 17, 2009, Utilities Superintendent, Scottie Williams and Mr. Seal conducted a visual inspection of the driveway, and it was their opinion, that there was no change in the condition of the driveway since the verbal agreement with the original property owner. However, there is no prior photographic evidence substantiating the condition of the driveway at the time the trucks began using the driveway.

Mr. Peasel has requested that the trucks no longer use this driveway as a turnaround. A turnaround has been installed at the end of the street. However, Mr. Peasel and his tenant indicate that sanitation drivers have continued to use the driveway. It is likely that because this driveway has been used for some time as the turnaround that out of habit the drivers, at times, still turn around in the driveway. They have been advised several times to discontinue using the driveway. This office has not received any complaints within the last month that they have used the driveway to turn around.

Mr. Peasel's claim was initially submitted for \$8,988. I have personally inspected the property and there is damage to the concrete and the tin horn. It is impossible to determine what was damaged prior to Mr. Peasel requesting that the trucks not use the driveway and what occurred subsequently. Consequently, I met with Mr. Peasel at the property to attempt to resolve this matter. Upon discussion with the City Attorney's office, Mr. Peasel has agreed to settle his claim for \$5,400.

The sanitation drivers were using the driveway at this residence based upon prior verbal consent by the property owner. Utilities has been advised that this practice should be discontinued. In the event it is absolutely necessary to do so in the future, it should be evidenced by a written agreement. Because there is a question of whether or not there was valid permission from the prior owner of the property, there is an issue as to whether or not the City employees had the authority to use the driveway to turn around. Certainly, once Mr. Peasel purchased the property and requested that this action be discontinued, then City employees had no authority to enter onto the property, and to do so could be considered a trespass.

“Trespass” involves the actual physical invasion of real property of another without the permission of that person or person lawfully entitled to possess the property. A person who is guilty of trespass could be liable for damages. See Williamson v. Fowler Toyota, Inc. 956 P.2d 858 (1998). Therefore, because there is no evidence of permission from the property owner to enter the property there is potential liability on the City in this matter. Consequently, Mr. Peasel could be awarded, not only damages, but also attorney fees in this matter. Based upon review of all the facts and on inspection of the property a settlement of \$5,400 appears to be reasonable.

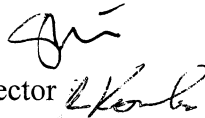
RECOMMENDATION:

Based upon the above and foregoing, it is the recommendation of the City Attorney’s office that the claim of Terry Peasel in the reduced amount of \$5,400, as above set forth, be approved.

BN:pj

Reviewed by: Steve Lewis, City Manager

Ken Komiske, Utilities Director



cc: Ellen Usry, Deputy City Clerk

CITY OF NORMAN
POST OFFICE BOX 370
NORMAN, OKLAHOMA 73070

Special Claim 0910-04

NOTICE OF TORT CLAIM

CLAIMANT: TERRY PEASEL DATE: _____
ADDRESS: PO Box 721553 CITY: NORMAN
STATE: OK ZIP: 73070 PHONE: (H) 209-7154 (W) _____
DATE OF INCIDENT: AROUND 12-8-08
LOCATION OF INCIDENT: 3907 N. DELLA NORMAN, OK.

STATEMENT OF CIRCUMSTANCES / REASONS YOU BELIEVE CITY IS LIABLE:

CITY OF NORMAN TRASH AND YARD DEBRIS
TRUCKS USING DRIVEWAY(S) TO TURN AROUND.
SMASHING TIN HORN AND DAMAGING
CONCRETE.

(use additional pages if necessary)

MONETARY STATEMENT: List of expenses claimed for payment:

<u>C + A CONSTRUCTION</u>	<u>\$ 8,988.00</u>	<u>\$</u>
<u>CHUCKS CONCRETE CUTTING</u>	<u>9,450.00</u>	<u>\$</u>
<u>ROBBINS ROOFING CO. INC.</u>	<u>11,226.05</u>	<u>\$</u>

TOTAL AMOUNT CLAIMED: \$ SEE 3 ESTIMATES ENCLOSED

NAME AND ADDRESS OF INSURANCE COMPANY: _____

AGENT: _____

THIS FORM MUST BE SIGNED AND RETURNED WITH ALL REQUESTED INFORMATION IN ORDER TO BE PROCESSED

I SWEAR AND/OR AFFIRM THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT.


CLAIMANT'S SIGNATURE

FILED IN THE OFFICE
OF THE CITY CLERK
ON 6/9/09



C & A Construction, Inc.

312 NW 23rd Street
Oklahoma City, OK 73107-1804
(405) 948-5000 Fax (405) 733-0271

www.APS-OK.com

ESTIMATE

May 6, 2009

<u>Estimate To:</u>	<u>Job Location</u>
Terry Peasel P.O. Box 721553 Norman, Oklahoma 73070 (405) 209-7154 Fax # 405-701-5220	3907 N. Della Email:

Following is our estimated cost to:

**REMOVE AND REPLACE A 22' x 32' CONCRETE SLAB INCLUDING GARAGE APRON.
REMOVE ASPHALT (14' X 32') AND REPLACE WITH 6" CONCRETE APPROACH.
REMOVE AND REPLACE DAMAGED TIN HORN AND FACE WITH CONCRETE.
REMOVE AND REPLACE DAMAGED CONCRETE AROUND TIN HORN ON 2ND DRIVEWAY.**

Work to be performed :

- Obtain necessary Norman approach permit.
- Arrange with the City of Norman for all inspections
- Saw cut (as necessary) around concrete to be removed
- Jackhammer out old concrete and haul off
- Excavate to a minimum depth of 6" on slab and 8" on approach and haul off material.
- Emplace a minimum of 2" of compacted sand or 1.5" crusher run material.
- Form as required
- Pour and finish 3,500 psi (at 28 day strength) portland cement
- fiber mesh embedded concrete in a minimum 4" pad on driveway and 6" approach..
- Construct and pour 5' radius on approach.
- Construct expansion joints at all points where new concrete meets old. Construction joints to be doweled on 18" centers with 1/2" smooth dowels.
- Concrete to be finished to a serrated (light broom) finish for good wet weather traction.
- Contraction joints to be saw cut to a depth of 2" in pad each 10' within 72 hours of pour
- Repair any sod damage done during work.

Estimated Cost: \$ 8,988 @ \$ 6.94 per sq. ft.

TERMS:

- 35% of estimated cost is due and payable when crew and equipment are on site and work has begun.
- 55% of estimated cost is due and payable when area is ready for concrete.
- Balance due when job is completed.

We are licensed, bonded, and fully insured and will be pleased to furnish proof of insurance on request.

We will furnish all materials, equipment, and labor.

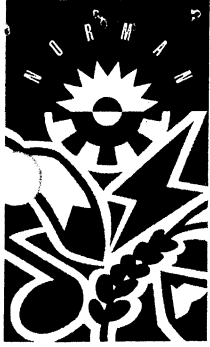
This estimate is valid for a period of 30 days from the date hereon.

Thank you for the opportunity to propose our services to you.



CLARENCE B. JOHNSON

General Manager
(405) 948-5000 // 370-0129
Sales@APS-OK.com



DATE: June 9, 2009

TO: Ken Komiske, Utilities Director
Jeff Bryant, City Attorney

FROM: Brenda Hall, City Clerk

SUBJECT: Claim from Terry Peasel

I am in receipt of a claim from Terry Peasel in the amount of \$8,988.00 for damages to his driveway and tin horn due to his claim that since December 8, 2008, the City of Norman sanitation trucks have been using his driveway, located at 3907 North Della Street, to turn around which has damaged the concrete and crushed the tin horn.

Ken, I would appreciate your checking with your staff regarding verification of the accident. Please report your findings by written memorandum to me with a copy to Jeff.

Jeff, if it is determined the City has liability in this matter, please signify by writing a report of your recommendations in order that we may schedule this claim as an agenda item.

BH:smr
attachments

office memorandum

office memorandum



Date: June 19, 2009

To: Brenda Hall, City Clerk

From: Gary L. Seal, Utilities Supervisor *GLS*

Subject: Terry Peasel

In response to the claim submitted by Terry Peasel in the amount of \$8,988.00 for damages to his driveway and tin horn located at 3907 North Della St. Prior to receipt of this claim, the City of Norman had a verbal agreement to allow Sanitation Collection trucks to turn around in the driveway located at 3907 North Della St. by the property owner at that time. On May 17, 2009, Utilities Superintendent, Scottie Williams and I did a visual inspection of the driveway at 3907 North Della St. and it was our opinion that there was no change in the condition of the driveway there since the verbal agreement with the original property owner.

GS/jm

Cy: Ken Komiske, Utilities Director
Jeff Bryant, City Attorney
File







16. ITEM: LIMITED LICENSE NO. 0910-7: A LIMITED LICENSE TO PLACE FIFTY (50) SIGNS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE NORMAN YOUTH SOCCER ASSOCIATION.

INFORMATION: City Council, in its meeting of August 8, 1995, adopted Ordinance No. O-9596-6 providing a limited license for placement of festival and public event banners which would be granted by the City Council. The Norman Youth Soccer Association has requested placement of fifty (50) signs at various locations in the City of Norman for a fifteen (15) day period. In accordance therewith, the above-described item is submitted for City Council's consideration. Copies of an advisory memorandum, application, location map, and limited license are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Limited License No. 0910-7 to place fifty (50) signs within the public rights-of-way pursuant to a request from the Norman Youth Soccer Association; and, if approved, authorize the issuance thereof.

ACTION TAKEN: _____



Date: January 12, 2010

To: Honorable Mayor and Councilmembers
Norman City Council

From: Wayne D. Stenis, AICP, Planner II *ms*

Subject: Agenda Item: January 26, 2010
Limited License No. 0910-7
Norman Youth Soccer Association

BACKGROUND

Section 18-308 states:

Festival or Public Event Banners.

Signs announcing specific events or promotions that are of a legitimate public benefit to the community at large may be erected within the public right-of-way when authorized by a limited license granted by the City Council. The size, number, type, and wording of such signs must be specified in the license, as well as their location and duration of use. Because of their unique location within the public right-of-way, such banners may not be placed so as to interfere with legitimate traffic and safety concerns.

DISCUSSION

The Norman Youth Soccer Association, a non-profit organization, will be registering approximately 2,400 youth in spring soccer. They have requested permission to display fifty signs throughout the community to announce the event. Each sign is 10" by 10". The signs would be erected on January 27th and removed by February 10th. The locations that have been selected are acceptable.

RECOMMENDATION

The locations are acceptable, and will not impact any designated sight triangles if properly placed. Staff has prepared the license in accordance with their request, and presents it to the Council for their consideration. Other than the stipulated time frame, staff has not suggested that additional conditions be attached. Conditions may be attached, if the Council desires. Staff is not opposed to granting this Limited License, for the specified time period.

Reviewed by: Susan Connors, Planning and Community Development Director *S7C*
Steve Lewis, City Manager *SL*
Jeff Bryant, City Attorney *JHB*

APPLICATION FOR LIMITED LICENSE
FOR FESTIVAL OR PUBLIC EVENT BANNER OR SIGN

Date: **January 8, 2010**

Name of Applicant : **Norman Youth Soccer Association (NYSA)**
A 501(c) (3) organization

Address **111 NW 24th Suite #110 Norman, OK. 73069**
Telephone Number **405-573-0070**

Number of Banners/Signs Approximately 50

Location of Banners (If list is lengthy you may attach separate sheet or map)

 We would like to place these small signs in various high traffic locations around town. We specifically mark the locations and have volunteers already in place to help get them out AND most importantly pick them up. The volunteers are briefed on the requirements prior to setting them out and realize that this is a privilege for our Youth Soccer Association to be allowed to do. When setting signage in front of businesses we always work to contact and cooperate with the needs of the business so as not to be a nuisance.

This is a large part of our advertisement and assists the over 2400 children who play each year in knowing when to sign up. The sign is brief and directs them to the web site to sign up. Please see the attached map for the planned locations of the signs. Again, I stress that a plan is already in place to have the signs picked up.

Thank you for helping the non profit organization of Norman Youth Soccer Association.

Banner Size 10in X 10in

Type of Banner Youth Soccer sign up notification

Wording of Banner "Soccer Sign Up Normansoccer.org"

Duration of Use January 27, 2010 thru February 10, 2010 Approximately 2 weeks

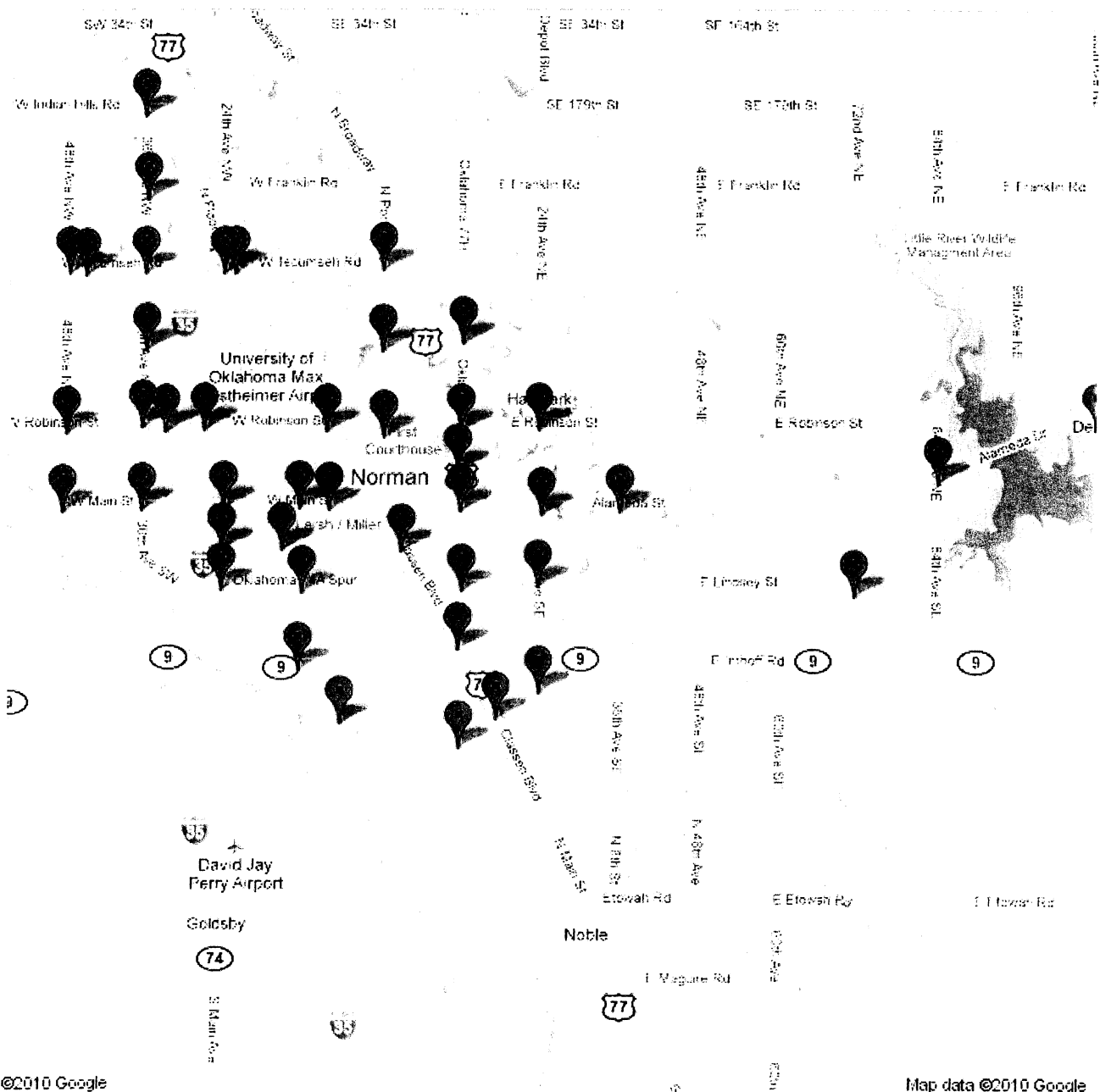
Because of their unique location within the public right-of-way, such banners shall not be placed so as to interfere with legitimate traffic and safety concerns.

Additionally, these are intended to be of benefit to the community at large and not private commercial advertising, although they may contain a sponsor's identification on a minor portion of the sign.

Google maps

Get Google Maps on your phone

Text the word "GMAPS" to 466453



©2010 Google

Map data ©2010 Google

NYSA

0 views - Unlisted

Created on Jan 9 - Updated yesterday

By Gibsonsok1

Rate this map - Write a comment



Nysa



Placemark 2



Placemark 3

NYSA

111 NW 24TH STREET
NORMAN OK 73069

573-00510

**LIMITED LICENSE TO PLACE FIFTY (50) SIGNS
WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO
A REQUEST FROM THE NORMAN YOUTH SOCCER
ASSOCIATION.**

An Application has been filed by the Norman Youth Soccer Association for a Limited License to place fifty (50) signs within the public rights-of-way pursuant to Section 18-308 of Chapter 18 of the Code of Ordinances, which Application is hereby granted pursuant to the conditions and limitations as set forth in said Application.

Special conditions for the granting of this limited license by the City Council are as follows:

Strict compliance with all the conditions set forth in the application filed herein with regard to description, location, duration, and wording as specified in the application which is incorporated herein and made a part hereof

License limited for a fifteen-day period from January 27 through February 10, 2010.

Any special conditions which may be imposed by the City Council.

Further, any breach of the conditions as above set forth shall be grounds for immediate revocation of this license and further that the City Council may revoke this limited license at will and for any cause whatsoever upon the giving of thirty (30) days notice authorized by the City Council to the application.

Approved this 26th day of January, 2010.

CITY OF NORMAN

Mayor

ATTEST:

City Clerk

17. ITEM: LIMITED LICENSE NO. 0910-8: A LIMITED LICENSE TO PLACE FOUR (4) SIGNS WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT TO A REQUEST FROM THE FROM THE FRIENDS OF THE NORMAN LIBRARY FOR THE ROMANCE BOOK SALE.

INFORMATION: City Council, in its meeting of August 8, 1995, adopted Ordinance No. O-9596-6 providing a limited license for placement of festival and public event banners which would be granted by the City Council. The Friends of the Norman Library have requested placement of four (4) signs at various locations in the City of Norman for a one (1) day period. In accordance therewith, the above-described item is submitted for City Council's consideration. Copies of an advisory memorandum, letter of request, application, location map, and limited license are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Limited License No. 0910-8 to place four (4) signs within the public rights-of-way pursuant to a request from the Friends of the Norman Library; and, if approved, authorize the issuance thereof.

ACTION TAKEN: _____



Date: January 13, 2010

To: Honorable Mayor and Councilmembers
Norman City Council

From: Wayne D. Stenis, AICP, Planner II *WDS*

Subject: Agenda Item: January 26, 2010
Limited License No. 0910-8
Friends of the Norman Library

BACKGROUND

Section 18-308 states:

Festival or Public Event Banners.

Signs announcing specific events or promotions that are of a legitimate public benefit to the community at large may be erected within the public right-of-way when authorized by a limited license granted by the City Council. The size, number, type, and wording of such signs must be specified in the license, as well as their location and duration of use. Because of their unique location within the public right-of-way, such banners may not be placed so as to interfere with legitimate traffic and safety concerns.

DISCUSSION

The Friends of the Norman Library, a non-profit organization, will be selling books to raise funds for the Norman Public Library. They have requested permission to display four "yard type" signs around the library, where the sale is to occur, to announce the event. Each sign is 2' by 4'. The signs would be erected only on February 6th, the day of the sale. The selected locations were approved in the past and are acceptable.

RECOMMENDATION

The locations are acceptable, and will not impact any designated sight triangles if properly placed. Staff has prepared the license in accordance with their request, and presents it to the Council for their consideration. Other than the stipulated time frame, staff has not suggested that additional conditions be attached. Conditions may be attached, if the Council desires. Staff is not opposed to granting this Limited License, for the specified time period.

Reviewed by: Susan Connors, Planning and Community Development Director *SC*
Steve Lewis, City Manager *SL*
Jeff Bryant, City Attorney *JB*

Friends of the Norman Library
P.O. Box 6308
Norman, OK 73070

12 January 2010

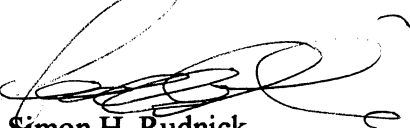
Brenda Hall
City Clerk
City of Norman
Norman, Oklahoma

Dear Ms. Hall:

The Friends of the Norman Library, a 501(c)(3) organization whose sole purpose is the support of the Norman Public Library, will conduct a romance book sale February 6, 2010 at the library. The purpose of this event is to offer used books for purchase by the public. All proceeds are used for the benefit of the Norman Public Library. We request a Limited License to place four yard sign type signs at various locations around the library on February 6, 2010. The placement of the signs is delineated on the attached map obtained from the City Planning Department. Sizes of the signs are also specified on the map.

Thank you for your assistance in this matter. If there are any questions you may contact me at 360-4346. Any correspondence should be sent to my personal mailing address: P.O. Box 720335, Norman, Ok. 73070.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Simon H. Rudnick', with a large, stylized flourish extending from the end of the signature.

Simon H. Rudnick
2010 Romance Book Sale Co-chair

APPLICATION FOR LIMITED LICENSE FOR FESTIVAL OR PUBLIC EVENT BANNER/SIGN

Date 12 JANUARY 2010

Name of Applicant FRIENDS OF THE NORMAN LIBRARY

P.O. BOX 6308

Address NORMAN, OK. 73070-6308 Telephone Number (405) 360-4346

Number of ~~Banners~~ SIGNS 4

Location of Banners/Signs (If list is lengthy you may attach separate sheet or map)

SEE ATTACHED CHART

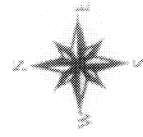
~~Banner/Sign~~ Size 2' X 4'

Type of ~~Banner~~ Sign YELLOW COROPLAST ON WIRE STANTIONS

Wording of ~~Banner~~ Sign BOOK SALE TODAY

Duration of Use FEBRUARY 6, 2010

Norman_bnd
Cline
Parcel

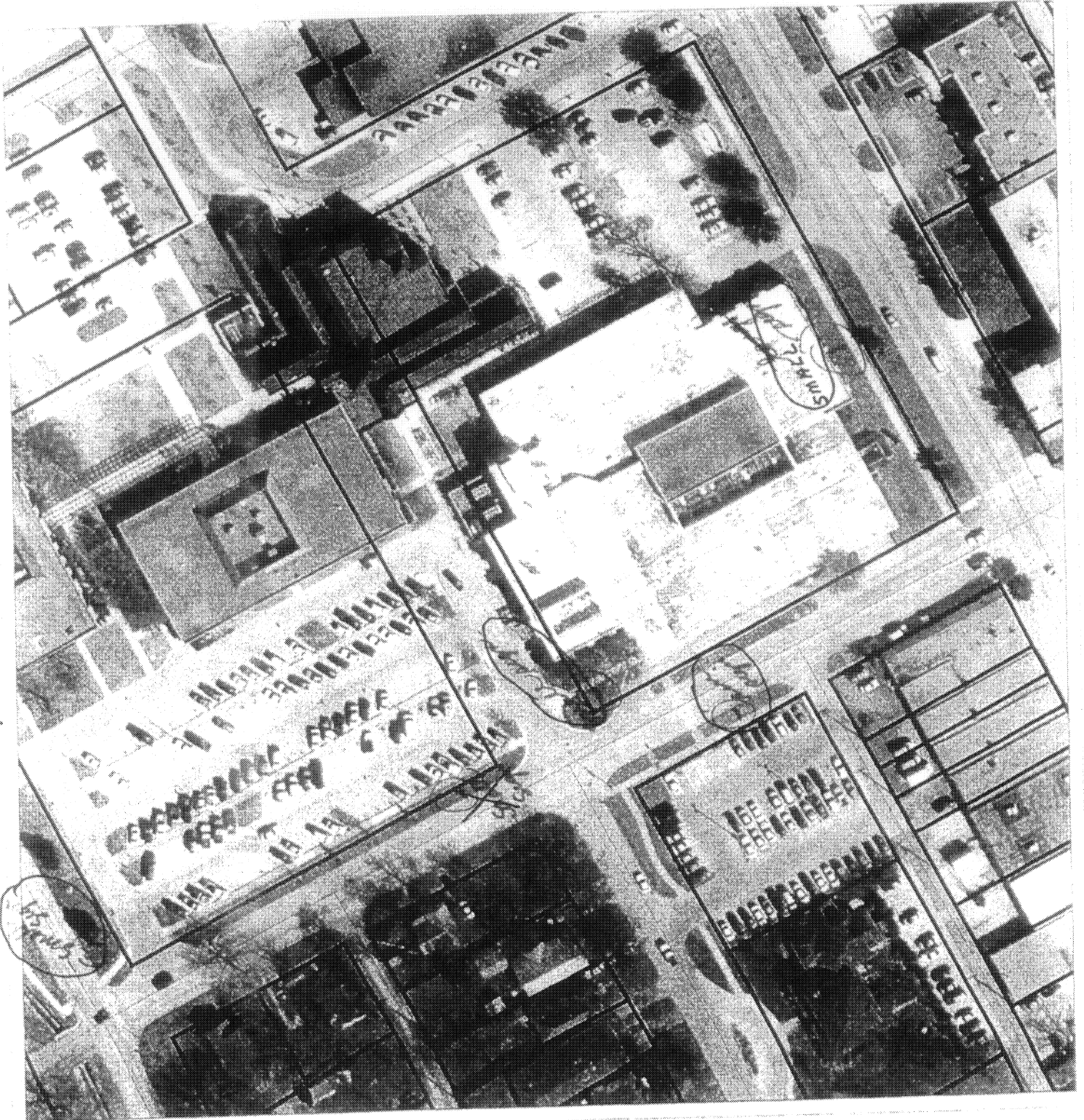


1 Inch = 100 Feet

September 18, 2003

Map produced by the City of Norman
Geographic Information System
(405) 366-5436

The City of Norman assumes no
responsibility for errors or omissions
in the information presented



LIMITED LICENSE NO. 0910-8

**LIMITED LICENSE TO PLACE FOUR (4) SIGNS
WITHIN THE PUBLIC RIGHTS-OF-WAY PURSUANT
TO A REQUEST FROM THE FRIENDS OF THE
NORMAN LIBRARY FOR THE ROMANCE BOOK
SALE.**

An Application has been filed by the Friends of the Norman Library for a Limited License to four (4) signs within the public rights-of-way pursuant to Section 18-308 of Chapter 18 of the Code of Ordinances, which Application is hereby granted pursuant to the conditions and limitations as set forth in said Application.

Special conditions for the granting of this limited license by the City Council are as follows:

Strict compliance with all the conditions set forth in the application filed herein with regard to description, location, duration, and wording as specified in the application which is incorporated herein and made a part hereof

License limited to February 6, 2010.

Any special conditions which may be imposed by the City Council.

Further, any breach of the conditions as above set forth shall be grounds for immediate revocation of this license and further that the City Council may revoke this limited license at will and for any cause whatsoever upon the giving of thirty (30) days notice authorized by the City Council to the application.

Approved in Open Meeting this 26th day of January, 2010.

CITY OF NORMAN

Mayor

ATTEST:

City Clerk

18. ITEM: CONSIDERATION OF FINAL ACCEPTANCE AND FINAL PAYMENT OF CONTRACT NO. K-0809-144 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND K.C. ELECTRIC COMPANY FOR THE LITTLE AXE SPORTS FIELD UPGRADE PROJECT.

INFORMATION: City Council, in its meeting of June 9, 2009, approved Contract No. K-0809-144 with K.C. Electric Company in the amount of \$206,036 for the above-described project. The project is completed and all work meets or exceeds specifications. Based upon the above information, it is recommended that the project be accepted and final payment in the amount of \$20,603.60 be made to K.C. Electric Company. Copies of an advisory memorandum and purchase order are included in the Agenda Book.

ACTION NEEDED: Motion to accept or reject the project; and, if accepted, direct final payment in the amount of \$20,603.60 to K.C. Electric Company.


ACTION TAKEN: _____



office memorandum

Date: 5 January 2010

To: Honorable Mayor and City Council Members

From:  Jud Foster, Director of Parks and Recreation

Subject: Agenda Item – Close the Little Axe Sports Field Lighting Project and Authorize Final Payment for the Parks and Recreation Department

BACKGROUND: On 9 June 2009, City Council approved Request for Proposal Number 0809-80 for the Little Axe Sports Field Lighting Project for the Parks and Recreation Department. Contract Number K-0809-144 was awarded to KC Electric Company in the amount of \$206,036. This project included the removal and replacement of the existing sports field lighting system with a new more energy-efficient system. According to the manufacturer's specifications, the new lighting system will reduce light spill and glare by over fifty percent, and will save up to fifty percent from the previous system's electric cost.


DISCUSSION: A partial payment for the Little Axe Sports Field Lighting Project was made in October 2009. The project was completed in December 2009. The City's electrical inspectors and Parks and Recreation staff made their final inspections, found the project to be complete as per specifications and recommend authorizing final payment.

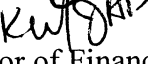
RECOMMENDATION: It is recommended that City Council accept the Little Axe Sports Field Lighting Project as complete and authorize final payment as follows:


LITTLE AXE SPORTS FIELD LIGHTING PROJECT
RFP NUMBER 0809-80


Awarded to:	KC Electric Company
Award amount:	\$206,036.00
Account:	Little Axe Park Upgrade Project #050-9922-452.6101- PR0111
Final payment:	\$ 20,603.60


SET

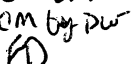
Reviewed by: Steve Lewis, City Manager 


Reviewed by: Jeff Bryant, City Attorney 

Reviewed by: Anthony Francisco, Director of Finance 

Reviewed by: Susan Connors, Director of Planning & Community Development 

Reviewed by: Linda Price, Revitalization Manager 

Reviewed by: Clint Mercer, Chief Accountant 

Reviewed by: Fred Duke, Procurement Analyst 



The City of
NORMAN

INVOICE TO:
City of Norman
PARKS AND RECREATION
201-C WEST GRAY STREET
NORMAN, OK 73070

P.O. #: 174142

DATE: 06/19/09

VENDOR #
10227

KC ELECTRIC CO
4300 S VANBUREN
ENID, OK 73703

SHIP TO:
City of Norman
PARKS AND RECREATION
201-C WEST GRAY STREET
NORMAN, OK 73070

DELIVER BY: 05/19/09 SHIP VIA:
BEST WAY

F.O.B.
DESTINATION

TERMS
NET

CONFIRM BY

FREIGHT

ACCOUNT NO.
05099224526101

REQUISITIONED BY
TERRY-FOSTER

REQ. NO. 157014 REQ. DATE
05/19/09

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	206036.00	EA	LITTLE AXE SPORTS FIELD LIGHTING, RFP#0809-80 COUNCIL AGENDA OF 6-9-2009 VENDOR ITEM NO.- COUNCIL: 6-9-2009	1.0000	206036.00

SUB-TOTAL 206036.00

TOTAL 206036.00

10.19.09 Receipted-in Inv.#12402

185,432.40
Balance \$ 20,603.60

19. ITEM: CHANGE ORDER NO. ONE TO CONTRACT NO. K-0910-26: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CONNELLY PAVING COMPANY INCREASING THE CONTRACT AMOUNT BY \$9,089.43 AND EXTENDING THE CONTRACT BY TEN CALENDAR DAYS FOR THE EUFAULA STREET COMMUNITY DEVELOPMENT BLOCK GRANT RECONSTRUCTION (CDBG-R) PROJECT FROM CARTER AVENUE TO REED AVENUE AND FINAL ACCEPTANCE AND PAYMENT OF THE PROJECT.

INFORMATION: City Council, in its meeting of August 11, 2009, approved Contract No. K-0910-26 with Connelly Paving Company in the amount of \$236,652 for the above-described project. The project scope originally anticipated only a portion of the sidewalk would be replaced; however, stimulus funding mandated that the entire two blocks of sidewalk be replaced due to accessibility requirements. Change Order No. One increasing the contract amount by \$9,089.43 accounts for all extra work, reconciles as bid quantities to as-built final quantities, and extends the contract ten calendar days due to rain delays. Change Order No. One has been examined by the Assistant City Attorney and found to be in order and proper as to form. Staff recommends approval of the change order. The project is completed and all work meets or exceeds specifications. Based upon the above information, it is recommended that the project be accepted. Copies of an advisory memorandum, change order, and purchase order are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Change Order No. One to Contract No. K-0910-26 with Connelly Paving Company increasing the contract amount by \$9,089.43 and extending the contract by ten calendar days; and, if approved, authorize the execution thereof, accept the project, and direct final payment in the amount of \$24,574.14 to Connelly Paving Company.

ACTION TAKEN: _____



DATE: January 14, 2010

TO: Honorable Mayor and Council Members

FROM: Linda R. Price, Revitalization Manager *LRP*

SUBJECT: AGENDA ITEM – January 26, 2010 Council Meeting
Change Order No. 1 to Contract K-0910-26 and Final Payment (Eufaula Street: Carter – Reed CDBG-R Reconstruction Project)

BACKGROUND: On August 11, 2009 City Council awarded a bid and approved a contract and bonds for the Community Development Block Grant stimulus funds and Urban Asphalt Pavement Replacement bond funds to reconstruct East Eufaula Street from Carter Avenue to Reed Avenue. The project included the addition of curb & gutter, drive approaches and replacement of the sidewalk to meet American with Disabilities Act (ADA) criteria.

Construction began September 1, 2009 and was completed November 19, 2009 during which time four contractors participated with forty-four employees.

DISCUSSION: The contract that was awarded to Connelly Paving Company was bid on a line item unit price basis. As a result additional quantities can be added to existing line items through the change order process. The CDBG-R project (GC0049) funds totaled \$229,233 of the original contract amount of \$236,652 with the bond fund (project BP0138) providing the balance of the contract amount and any necessary change order quantities. The Eufaula bond project budget was \$30,973 with \$7,419 encumbered under the original contract. An unencumbered balance of \$23,554 remains available of which an additional \$9,089.43 is needed for this change order. The money is budgeted in account number 050-9401-431.61-01 (Construction). The CDBG-R money is in CDBG account number 021-4065-463.61-08 (Streets & Bridges).

Staff recommends Change Order No. 1, which will increase the contract amount by \$9,089.43 and finalizes the project with a total cost of \$245,741.43. The primary cost differentiation from anticipated to actual quantities was related to sidewalk replacement. Originally it was anticipated that only a portion of the sidewalk would need to be replaced. However, accessibility requirements for stimulus funding mandated that the entire two blocks of sidewalk be replaced. The additional asphalt needed was to make final adjustments to grade of the roadway. The contract completion date would also be extended with this change order by 10 calendar days to reflect the actual time frame of the project. Rain delays accounted for the additional time.

RECOMMENDATION: Staff recommends approval of Change Order No. 1 to Connelly Paving Company in the amount of \$9,089.43 account number 050-9401-431.61-01, an increase in contract time by 10 calendar days, and final acceptance of the project.

Attachments

Memo – Agenda Item City Council Meeting of 1-26-2010
Amendment No. 1 to Contract No. K-0910-26
January 14, 2010
Page 2 of 2

Reviewed by: Steve Lewis, City Manager



Susan Connors, Director of Planning & Community Development *SFC*

Clint Mercer, Chief Accountant 

Anthony Francisco, Director of Finance 

Shawn O'Leary, Director of Public Works

Doug Danner, Special Assistant to the Director 

Bob Hanger, City Engineer *B/H*

Jeff Bryant, City Attorney 

CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 1

DATE: January 13, 2010

CONTRACT NO.: K-0910-26

SUBMITTED BY: Linda Price

PROJECT: **Eufaula Street from Carter Avenue to Reed Avenue – CDBG-R Reconstruction Project**

CONTRACTOR: Connelly Paving Company.

(Name)

PO Box 75450, Oklahoma City, OK 73147

(Mailing Address)

Original Completion Date November 10, 2009

Previous Completion Date November 10, 2010 ORIGINAL CONTRACT AMOUNT \$ 236,652.00

(Increase) this change order 10 Calendar days

New Completion Date November 19, 2009 PRESENT CONTRACT AMOUNT \$ 236,652.00

DESCRIPTION	DECREASE	INCREASE
Eufaula: Carter - Reed		\$9,089.43 <i>unit price based increase.</i>

Note: This change order is based on the unit prices from the original contract.

NET CHANGE \$ _____ \$ 9,089.43

REVISED CONTRACT AMOUNT \$ 245,741.43

REVITALIZATION MGR: Linda Price DATE: 1.14.2010

CONTRACTOR: Jan A. Conelly III DATE: 1.15.2010

CITY ATTORNEY: Y. Brunney DATE: 1/15/10

ACCEPTED BY: _____ DATE: _____
(Mayor)

CHANGE ORDER DETAIL
CHANGE ORDER NO. 1
City of Norman
Cleveland Co., Oklahoma

Project Name **Eufaula Street from Carter Avenue to Reed Avenue – CDBG-R Reconstruction Project**

Project Account Numbers 050-9401-431.61-01; 021-4065-463.61-08

Project Numbers BP0138 ; GC0049

Contract No. K-0910-26

Change Orders or addendums to public construction contracts of One Million Dollars (\$1,000,000.00) or less shall not exceed fifteen percent (15%) cumulative total of the original contract amount. Change Orders or addendums to public construction contracts of over One Million Dollars (\$1,000,000.00) shall not exceed ten percent (10%) cumulative total of the original contract amount. Any change orders or cumulative change orders which exceed these limits shall require a readvertising for bids on that part of the contract. Change orders in any amount shall be formally approved by City Council of the City of Norman and the reasons therefor recorded in the permanent records. All change orders shall contain a unit price and total for each of the following items:

1. All materials with cost per item; and
2. Itemization of all labor with number of hours per operation and cost per hour; and
3. Itemization of insurance cost, bond cost, social security, taxes, worker's compensation, employee benefits and overhead cost; and
4. Profit for the contractor.

If the construction contract was bid on a unit basis, and the change order is based exactly on the unit price or basis, such a change order will not be subject to the above provisions. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding public agency shall not be construed as change orders.

DETAILED COST ITEMIZATION
CHANGE ORDER NO. 1 (Continued) to Contract No. K-0910-26

PROJECT NAME **Eufaula Street from Carter Avenue to Reed Avenue – CDBG-R Reconstruction Project**

Eufaula: Carter – Reed (GC0049)

Item	Description	Unit	Unit Price (numerals)	Quantity	Decrease	Increase
1	Mobilization	L.S.	\$9,500	1		
2	Traffic Control	L.S.	\$5,500	1		
3	Unclassified Excavation	C.Y.	\$10	540		
4	Removal of Asphalt Pavement	S.Y.	\$7	1122		
5	Removal of Concrete Patches	S.Y.	\$10	40		
6	Removal of 15" & 18" HDPE Pipe	L.F.	\$5	150	\$375	
7	Removal of Existing Drainage Inlet Structures	EA.	\$300	7	\$300	
8	Removal of Concrete Sidewalk	S.Y.	\$7	355		\$2,415
9	Removal of 6" Concrete Drives	S.Y.	\$7	720	\$203	
10	Cap or Plug Existing Structure	EA.	\$300	5		
11	Install new Water Service Lines (Long)	EA.	\$800	11	\$800	
12	Install new Water Service Lines (Short)	EA.	\$300	0	\$2,700	
13	4" Concrete Sidewalks	S.Y.	\$34	375		\$11,050
14	Asphaltic Concrete Type S5 (PG 76-28 OK) (1.5")	TON	\$76	251.18		\$2,901.68
15	Asphaltic Concrete Type S4 (PG 76-28 OK) (6")	TON	\$75	798.17		\$7,812.75
16	6" Class A Concrete (3000 PSI)	S.Y.	\$36	127.5	\$3,546	
17	6" Modified Subgrade (15% CKD) (95% SPD)	S.Y.	\$5	2580		
18	6" Concrete Pavement (3000 PSI HES)	S.Y.	\$36	80	\$2,592	
19	6" Concrete Driveway (3000 PSI HES)	S.Y.	\$36	720	\$1,044	
20	Sidewalk Ramp	S.Y.	\$40	33	\$40	
21	Detectable Warning Surface	S.F.	\$25	48		
22	Flowable Fill	C.Y.	\$95	25		\$475
23	6" x 20" Curb and Gutter	L.F.	\$14	1178		\$812
24	2 Grate, 2 Hood Curb Inlet (Design 2)	EA.	\$2,200	10		
25	15" CGMP Arch	L.F.	\$36	112	\$288	
26	Manhole STA 1+00 – Structure # 2	EA.	\$2,400	1		
27	Adjust Water Valve Box to Grade	EA.	\$150	1	\$900	
28	Adjust Existing Structure to Grade	EA.	\$250	1	\$1,750	
29	Relocate Existing Water Meter	EA.	\$800	4		\$1,600
30	Sod	S.Y.	\$3	1667	\$999	
31	Erosion Control	L.S.	\$1,800	0	\$1,800	
32	Undercut	C.Y.	\$16	0	\$640	
					\$17,977	\$27,066.43
	Total					\$9,089.43



The City of
NORMAN

P U R C H A S E O R D E R

PAGE: 1

P.O. #: 176852

DATE: 08/20/09

INVOICE TO:
City of Norman
COMMUNITY DEVELOPMENT
201-A WEST GRAY STREET
NORMAN, OK 73069

VENDOR #
3112

CONNELLY PAVING COMPANY INC
P O BOX 75450
OKLAHOMA CITY, OK 73147

SHIP TO:
City of Norman
COMMUNITY DEVELOPMENT
201-A WEST GRAY STREET
NORMAN, OK 73069

DELIVER BY: 07/29/09 SHIP VIA: BEST WAT

F.O.B. DESTINATION

TERMS
NET/30

CONFIRM BY

FREIGHT

ACCOUNT NO.
SEE BELOW

REQUISITIONED BY

REQ. NO.

REQ. DATE

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	229233.00	DOL	EUFAULA	1.0000	229233.00
2	7419.00	DOL	EUFAULA	1.0000	7419.00
SUB-TOTAL					236652.00
TOTAL					236652.00
<i>Partial payments to date</i>					<i>- 221,167.29</i>
					<i>15,484.71</i>
<i>Change Order #1</i>					<i>+ 9,089.43</i>
<i>Final payment</i>					<i>\$24,574.14</i>

20. ITEM: AMENDMENT NO. ONE TO CONTRACT NO. K-0910-35: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND APPPOSITE ENGINEERING, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$14,575 TO INCLUDE THE DESIGN OF SIDEWALKS BETWEEN WOODCREST DRIVE AND ROCK CREEK ROAD AS PART OF THE WIDENING IMPROVEMENTS FOR PORTER AVENUE BETWEEN WOODCREST DRIVE AND APPROXIMATELY 1,000 FEET NORTH OF TECUMSEH ROAD AND BUDGET APPROPRIATION.

INFORMATION: City Council, in its meeting of July 28, 2009, approved Contract No. K-0910-35 with Apposite Engineering, L.L.C., in the amount of \$169,783 to provide professional engineering services for the design of widening improvements for Porter Avenue between Woodcrest Drive and approximately 1,000 feet north of Tecumseh Road. Amendment No. One increasing the contract amount by \$14,575 will add the design of sidewalks between Woodcrest Drive and Rock Creek Road to provide a continuous sidewalk between Rock Creek Road and Tecumseh Road in order to comply with American Disabilities Act (ADA) requirements. This work is eligible for 80% federal funding. The redesign of the curb and gutter is also being added to the scope of work because the existing curbs do not match in elevation from one side of the street to the other. The amendment has been examined by the Assistant City Attorney and found to be in order and proper as to form. Staff recommends approval of the amendment. Copies of an advisory memorandum, amendment, and purchase requisition are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Amendment No. One to Contract No. K-0910-35 with Apposite Engineering, L.L.C., increasing the contract amount by \$14,575; and, if approved, authorize the execution thereof and appropriate \$14,575 from the Capital Fund Balance (050-0000-253.20-00) to Project No. TR0243, Porter Gap Paving, Rock Creek - Tecumseh, Design (050-9366-431.62-01).

ACTION TAKEN: _____



Date: January 5, 2010

To: Honorable Mayor and Councilmembers

From: Lonnie Ferguson, Capital Project Manager *LF*

Subject: Agenda Item: 1) Amendment No. 1 to Contract No. K-0910-35 for Engineering Design Services for the widening of the Porter Avenue Improvements between Woodcrest Drive and Tecumseh Road.

2) Appropriation of funds for the Porter Avenue Widening Improvements Project.

BACKGROUND:

On January 27, 2009, City Council approved programming Resolution No. R-0809-88 requesting federal funds to widen Porter Avenue to four lanes between Woodcrest Drive and Tecumseh Road. This resolution states the City's commitment to adhere to the terms and conditions of a federally funded project. Through the Association of Central Oklahoma Governments (ACOG), the Oklahoma Department of Transportation (ODOT) agrees to provide 80% of the cost and administer the construction with a 20% matching share from the City of Norman. In order to receive the federal funding, the City is required to enter into an agreement with ODOT to complete the design, acquire all necessary rights-of-way and relocate the utilities and any encroachments at the City's expense. This Porter Avenue Widening Project is included in the City's 2010-2014 Capital Improvement Program. On July 28, 2009, City Council approved a contract with Apposite Engineering, LLC, for design services to widen Porter Avenue Improvements between Woodcrest Drive and Tecumseh Road in the amount of \$169,783.

DISCUSSION:

Staff recommends the project scope of work be increased to include sidewalks between Woodcrest Drive and Rock Creek Road which will provide a continuous sidewalk between Rock Creek Road and Tecumseh Road. Sidewalks have not been previously constructed at this location because the property is undeveloped. In order to comply with American Disabilities Act (ADA) requirements, the sidewalk for this project should connect to other sidewalks in the area. This work is eligible for 80% federal funding.

In addition, until the geotechnical investigation and the topographic survey of the original project were completed, it was not known that the existing curbs do not match in elevation from one side of the street to the other. Some of the existing subdivisions were developed under earlier design standards and the lane widths are less than the current requirements. Therefore, the curb lines do not line up horizontally. The proposed curb line cannot match the existing curb line and still maintain an acceptable consistent pavement cross slope. It is estimated that about half of the existing curb and gutter can be salvaged. Staff recommends that the redesign of the curb and gutter be added to the scope of work. This will also require the removal and replacement of some existing pavement.

ODOT staff has been consulted regarding these project design issues. They concur that these proposed changes in the project scope are necessary for this project to remain eligible for federal funds.

The Engineering Division has negotiated Amendment No. 1 to Contract No. K-0910-35 with Apposite Engineering LLC, in the amount of \$14,575 to complete this work. This will increase the contract amount to \$184,358 (\$169,783 + \$14,575). There are no monies available in the project Porter Widening, Design (Account No. 050-9366-431.62-01), Project No. TR0243. Staff is recommending an appropriation from the Capital Fund Balance.

RECOMMENDATION NO. 1:

Staff recommends an appropriation of \$14,575 be made from the Capital Fund balance, (Acct. No. 050-0000-253.20-00) to the Capital Fund, Porter Widening, Design (Account No. 050-9366-431.62-01), Project No. TR0243.

RECOMMENDATION NO. 2:

Staff further recommends approval of Amendment No. 1 to Contract No. K-0910-35, in the amount of \$14,575 between the City of Norman and Apposite Engineering, LLC for the design of the Porter Avenue Widening Improvements between Woodcrest Drive and Tecumseh Road be approved.

If

Reviewed by: Bob Hanger, City Engineer

Shawn O'Leary, Director of Public Works

Clint Mercer, Chief Accountant

Anthony Francisco, Director of Finance

Linda Price, Revitalization Manager

Susan Connors, Director of Planning and Community Development

Jeff Bryant, City Attorney

Steve Lewis, City Manager

**AMENDMENT NO. 1 TO CONTRACT NO. K-0910-35
BETWEEN CITY OF NORMAN AND ENGINEER
FOR PROFESSIONAL SERVICES**

**PORTER AVENUE WIDENING PROJECT
Woodcrest Drive to Approximately 1000 Feet North of Tecumseh Road**

This is an agreement made as of the _____ day of _____, _____ between the City of Norman (OWNER) and Apposite Engineering, LLC (ENGINEER) amending the Original Contract No. K-0910-35 dated the 28th day of July, 2009 between said parties. This Amendment OWNER intends to expand the roadway design work beyond the scope of work included in the above said Original Contract. The following shall be considered as additional work beyond the original scope.

ENGINEER shall provide the following items:

- A. Survey for the design of additional ADA-Compliant sidewalks and ramps commencing at the north curb of the intersection of Rock Creek Road and Porter Avenue and extending to Woodcrest Drive (under the original scope, the sidewalks and ramps were to commence at Woodcrest Drive);
- B. Ten (10) Additional pavement cores to better assess the average thickness of existing asphalt in specific locations of concern (unforeseen field conditions) as noted in the geotechnical report (performed under the current scope). The cores are to be located at the following approximate locations:

Sta. 7+50, 20' Rt	Sta. 25+00, 20' Lt
Sta. 7+50, 20' Lt	Sta. 27+50, 20' Rt
Sta. 12+00, 20' Rt	Sta. 30+00, 20' Rt
Sta. 15+00, 20' Rt	Sta. 33+00, 20' Rt
Sta. 20+00, 20' Rt	Sta. 35+50, 20' Rt

- C. Engineer shall redesign portions of existing curbs to correct issues related to inconsistent elevations (unforeseen field condition) on opposing sides of the street. The inconsistent elevations create localized situations where cross-slopes and vertical curve sight distances violate City and ODOT/FHWA Design criteria. ENGINEER is to provide:
 - i. Design for removal and reconstruction of curbs (the current scope does not include significant curb removal) as necessary to maintain a cross-slope in the range of Two (2) to Four (4) Percent with the further stipulation that the rate of change in cross-slope shall not exceed One (1) Percent per One-hundred and Fifty (150) longitudinal feet;
 - ii. Relocation of storm structures as necessary to accommodate changes in the curb elevations; and
 - iii. ENGINEER shall prepare an ODOT/FHWA Design Exception Form (Page 5.8(2) of the ODOT Roadway Design Manual) on behalf of OWNER (OWNER to submit application to ODOT for said Design Exceptions). The Design Exceptions, if

approved by ODOT/FHWA, would allow limited curb removal and reconstruction to those sections requested by OWNER. OWNER shall provide ENGINEER with copies of pertinent accident data as necessary for attachment to said Exception Request. ENGINEER does not guarantee success in obtaining approvals for the Design Exceptions requested.

OWNER and ENGINEER, in consideration of the mutual covenants herein, agree to the following, in respect to the performance of Professional Engineering Services and the payment for those services by OWNER as set forth below for the above described additional scope of work.

1. ENGINEER shall perform professional services as stated in this Amendment or the original Contract for the additional scope of work described above.
2. For services performed for the additional scope of work in accordance with this amendment, the OWNER shall pay ENGINEER additional lump sum fee of Fourteen thousand, five hundred and seventy-five and 00/100 dollars (\$ 14,575.00), as specified on the attached schedule of project costs (Attachment 1).
3. All other requirements of the ENGINEER included in the Original Contract shall remain in effect for the purposes of this agreement.

This Amendment No. 1 is subject to all terms, covenants, and conditions not inconsistent herewith contained in the Original Contract No. K-0910-35 dated the 28th day of July, 2009 which terms, covenants, and conditions are hereby reaffirmed and ratified.

This space intentionally left blank.

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this Agreement.

DATED this _____ day of _____, _____.

CITY OF NORMAN

APPOSITE ENGINEERING, LLC

(OWNER)

(ENGINEER)

By: _____

By: Theron Smith

Title: _____

Title: Managing Member

Date: _____

Date: 22-Dec-09

ATTEST

City Clerk

APPROVED as to form and legality this 19th day of January, 2010.

Glenn C. Bunn
City Attorney

ATTACHMENT 1

**Compensation for Amendment 1 To
PORTER AVENUE WIDENING PROJECT
Woodcrest Drive to Approximately
1000 Feet North of Tecumseh Road**

**Prepared by Apposite Engineering, LLC
December 22, 2009**

TASK:

A. Survey for Additional Sidewalks	\$ 1,800.00
B. Additional Pavement Cores	\$ 2,700.00
C. Curb Reconstruction (Limited) Design.....	<u>\$ 10,075.00</u>
TOTAL AMENDMENT 1:	\$ 14,575.00

AGREEMENT/AMENDMENT SUMMARY

Original Agreement	\$ 169,783.00
Previous Amendments (None).....	\$ 0.00
This Amendment (No. 1)	<u>\$ 14,575.00</u>
NEW TOTAL AGREEMENT.....	\$ 184,358.00

PURCHASE REQUISITION NBR: 0000166807

REQUISITION BY: FURR-FERGUSON
SHIP TO LOCATION: PUB WKS- ENGINEERING
STATUS: DIVISION APPROVAL
REASON: DESIGN SERVICES - AMENDMENT NO 1 TO K-0910-35
SUGGESTED VENDOR: 10250 APPPOSITE ENGINEERING LLC
DATE: 1/19/10
DELIVER BY DATE: 1/19/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	ADDITION OF SIDEWALKS BETWEEN WOODCREST/ROCK CREEK REDESIGN OF CURB & GUTTER REMOVAL & REPLACEMENT OF EXISTING PAVEMENT COMMODITY: ARCHITECTURAL AND ENGINEE SUBCOMMOD: DESIGNING SERVICES	14575.00	DOL	1.0000	14575.00	
REQUISITION TOTAL:						14575.00

A C C O U N T I N F O R M A T I O N				AMOUNT
LINE #	ACCOUNT	PROJECT	%	
1	05093664316201 Capital Projects Design	TR0243 Porter Gap Pave RCrk-Tecu	100.00	14575.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

THIS WILL REQUIRE AN APPROPRIATION OF \$14,575 FROM
CAPITAL FUND BALANCE (050-0000-253.20-00) TO
PORTER WIDENING DESIGN (050-9366-431.62-01)
PROJECT NO. TR0243
CONTIGENT UPON COUNCIL APPROVAL OF 01/26/10

21. ITEM: CONTRACT NO. K-0910-127: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND TINKER FEDERAL CREDIT UNION TO SUBORDINATE A LIEN REGARDING FUNDS FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOME PARTNERSHIP PROGRAM FOR PROPERTY LOCATED AT 2320 LAFAYETTE DRIVE.

INFORMATION: The above-described contract (subordination agreement) is being requested by Tinker Federal Credit Union in conjunction with a loan secured by the owner of property located at 2320 Lafayette Drive who had previously received CDBG HOME Partnership Program funding. The contract has been examined by the Assistant City Attorney and found to be in order and proper as to form. Staff recommends approval of the contract. Copies of an advisory memorandum and contract are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Contract No. K-0910-127 with Tinker Federal Credit Union; and, if approved, authorize the execution of the contract.

ACTION TAKEN: _____



DATE: January 6, 2010

TO: Honorable Mayor and Council Members

FROM: Linda Price, Revitalization Manager *LRP*

SUBJECT: AGENDA ITEM – January 26, 2010 - Contract No. K-0910-127
(Request for Subordination of Lien)

BACKGROUND: In March 2007 the City of Norman HOME Partnership Program provided a loan to Salina Varela for the rehabilitation of her home at 2320 Lafayette Drive. As a condition of funding, a lien was placed on the property and was filed as a subordinate mortgage to the primary mortgage on the property. Any modification of the primary mortgage requires resubordination of the lien. The program does not require repayment of the loan as long as the applicant maintains their home as their primary residence for four years; and at the end of four years the subordinate mortgage is released.

DISCUSSION: Approval of the request for subordination of the lien on 2320 Lafayette Drive would allow the owner to secure a loan to refinance the primary mortgage that will provide a significantly lower interest rate to reduce the house payment by \$94.59 per month. Documentation from Tinker Federal Credit Union including a Certification of Mortgage Loan Refinancing, Good Faith Estimate, and a Truth in Lending Disclosure Statement are attached. The Subordination Agreement that will be filed with the new primary loan is also attached. In accord with the adopted City of Norman Housing Handbook, these documents prove that all funds will be used for the refinancing of the home, with no funds going toward payment of debt.

Subordination of the lien would assist in making more money available for the upkeep of the property. The City would maintain a second position on the property. Additionally, the request meets the requirements of our policy to subordinate only for the purposes of lowering payments or improving the home, and the terms and conditions of program participation as described in the subordinate mortgage executed in March 2007 will not be modified.

RECOMMENDATION: Approval of Contract No. K-0910-127 for subordination of the lien on 2320 Lafayette Drive is recommended. Subordination of liens in the HOME Partnership Program is allowed by the Department of Housing & Urban Development and is consistent with program goals.

Reviewed by: Steve Lewis, City Manager *SL*

Reviewed by: Susan Connors, Director of Planning & Community Development *SFC*

Reviewed by: Jeff Bryant, City Attorney *JB*

SUBORDINATION AGREEMENT

Know All Men By These Presents:

That, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations, in hand paid, receipt of which are hereby acknowledged, THE CITY OF NORMAN, an Oklahoma Municipal Corporation, the undersigned, has agreed, and by these present, does agree with Salina Knight AKA Salina Rayna Varela, that the lien of a certain mortgage from Tinker Federal Credit Union, to said Salina Knight AKA Salina Rayna Varela, Dated the _____ day of _____, _____, and recorded in Book _____ at Pages _____ of the records of Cleveland County, Oklahoma, upon the following described real property, to-wit:

Lot 11, in Block 9 of Colonial Estates #9 Addition to Norman, Cleveland County, Oklahoma according to the recorded plat thereof. 2320 Lafayette Drive, Norman, OK.

Shall be prior and superior lien upon said property to the lien of that certain Mortgage on said real property, from said Salina Knight AKA Salina Rayna Varela to THE CITY OF NORMAN, dated March 15, 2007 and recorded in Book 4311 at Pages 857-858 of the records of Cleveland County, Oklahoma, and such priority shall be accorded said first above described mortgage, notwithstanding that said mortgage was dated and recorded subsequent to the date and recordation of the said second above described mortgage. If superior mortgage is renewed, extended or assigned, it is still the intent that this Subordination Agreement be enforced.

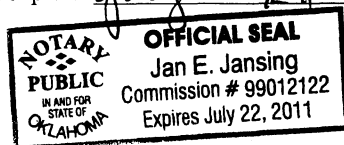
SIGNED AND AGREED TO THIS 10 DAY OF January, 2010.

By: Salina Varela

State of Oklahoma
County of Cleveland

This instrument was acknowledged before me on the 10th day of January, 2010.

My commission expires: July 22, 2011



Jan E. Jansing
Notary Public

SIGNED AND AGREED TO THIS _____ DAY OF _____, 2010.

THE CITY OF NORMAN, OKLAHOMA

BY: _____

Cindy S. Rosenthal, Mayor

ATTEST:

Brenda Hall, City Clerk

Approved as to form and legality this

12th day of January, 2010.

Paul C. Bunney
City Attorney's Office

State of Oklahoma
County of Cleveland

On this _____ day of _____, 2010, before me, the undersigned, a Notary Public, personally appeared Cindy S. Rosenthal, Mayor for THE CITY OF NORMAN, OKLAHOMA, who executed the foregoing document as her voluntary act and deed of such corporation for the uses and purposes therein set forth.

My commission expires: _____

Notary Public

22. ITEM: RECOMMENDATION FROM THE SOCIAL AND VOLUNTARY SERVICES COMMISSION TO APPROVE A REQUEST FOR FUNDING FROM FOOD AND SHELTER FOR FRIENDS, INC., IN THE AMOUNT OF \$5,529.61 TO COVER RENTAL EXPENSES FOR A RENTAL ASSISTANCE CENTER ESTABLISHED IN CONJUNCTION WITH THE HOUSING PREVENTION AND RAPID REHOUSING PROGRAM THROUGH THE OKLAHOMA DEPARTMENT OF COMMERCE AND THE AUTHORIZE EXECUTION OF CONTRACT NO. K-0910-128.

INFORMATION: City Council, in its meeting of July 28, 2009, approved a Homeless Prevention and Rapid Rehousing Program grant application in the amount of \$498,248.88 to provide homeless prevention assistance and housing stabilization services to households in Cleveland County. A Rental Assistance Center will be established for housing related needs and to provide confidentiality to the clients; however, the grant does not allow funding for payment of rent in the delivery of services. The Social and Voluntary Services Commission met on October 5, 2009, and reviewed requests for funding and City Council approved the requests and subsequent contracts on October 27, 2009. At that time, the Social and Voluntary Services Commission set aside a reserve amount of \$5,529.61 to be used in securing a location in the Community Services Building for the Rental Assistance Center. Copies of an advisory memorandum; contract, Social and Voluntary Services Commission minutes, and purchase order are included in the Agenda Book


ACTION NEEDED: Motion to approve or reject the recommendation from the Social and Voluntary Services Commission to fund a request in the amount of \$5,529.61 from Food and Shelter for Friends, Inc.; and, if approved, authorize the execution of Contract No. K-0910-128.

ACTION TAKEN: _____



DATE: January 19, 2010

TO: The Honorable Mayor and Council

FROM: Carol Coles, Administrative Assistant 




SUBJECT: Agenda Item – Contract Number K0910-128; as part of Social and Voluntary Services Funding for FYE 10

Background: Funding for social service agencies of \$125,000 was established in the Fiscal Year 2009-2010 City of Norman budget adopted on June 9, 2009.

Discussion: On September 28, 2009, the Social and Voluntary Services Commission (SVSC) heard presentations from 23 social service agencies who had submitted applications for funding. On October 5, 2009, the SVSC Commission determined that 22 of the agencies would be recommended for funding which was approved by the Norman City Council on October 28, 2009.

It was also determined by the SVSC Commission to establish a reserve account of \$5,529.61 to facilitate a funding distribution focusing on homelessness this year. On November 2, 2009, the SVSC Commission recommended that the reserve amount be funded to Food and Shelter for Friends in conjunction with the Housing Prevention and Rapid Rehousing Program through the Oklahoma Department of Commerce. These funds will be used to assist in the securing of a rental location for the “assistance center” for housing related needs. Stimulus funds do not allow for the payment of rent in the delivery of services. The location that Food and Shelter for Friends is going to lease is located in the Community Services Building. The office has 1,175 square feet and includes all utilities except phone service. The approximate annual rent will be \$13,000. Food and Shelter has raised the remainder of the funds needed for the rent.

Recommendation: The Social and Voluntary Services Commission recommends approval of the proposed contract. Funds are available in Contributions (Account 010-1087-411-4741).

Reviewed by: Anthony Francisco, Director of Finance 
Jeff Bryant, City Attorney 
Steve Lewis, City Manager 

FUND DISBURSEMENT AGREEMENT

This Agreement is made and entered into this 26th day of January, 2010, by and between the City of Norman, Oklahoma, a municipal corporation, party of the first part and hereinafter referred to as "CITY" and **Food and Shelter for Friends, Inc.**, party of the second part, and hereinafter referred to as "THE ORGANIZATION", witnesseth:

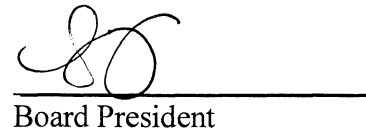
- A. WHEREAS Resolution No. R-8384-39 of the Council of The City of Norman authorizes funding for certain social service organizations operating in the City of Norman, and said funding being for the purpose of encouraging the development and existence of such organizations to provide programs and services to improve and enhance the lives of the citizens of Norman;
- B. THAT IN CONSIDERATION for the performance by The Organization of the covenants and agreements as specified herein, the City, covenants and agrees:
 - 1. To disperse upon the request of The Organization the sum of **\$5,529.61** dollars for the purpose of fulfilling the covenants and conditions made by the organization as stated herein;
 - 2. To conduct a periodic review of the operations of The Organization;
 - (a) Such review will consist of one scheduled review, which shall be made, in writing from site visits, as the City deems necessary.
 - (b) The findings of the City from the review shall be in written form and submitted to the City Manager or his designate and a copy shall also be provided The Organization.
 - (c) In making such reviews, the City shall include:
 - (1) particular appraisals as to whether performance goals as stated in this contract are being satisfactorily attained. Findings relating to expenditures of The Organization to ensure funds are being expended in a reasonable and necessary manner toward the attainment of the performance goals. Any of funds not so expended shall be unsatisfactory.

- C. THAT IN CONSIDERATION for the performance of the covenants and agreements of the City as stated herein, The Organization covenants and agrees:
1. To satisfactorily attain the performance goals as set forth in this contract;
 2. To expend funds granted by City in a reasonable and necessary manner toward the attainment of such performance goals.
 3. To actively seek other funding sources that, in subsequent years, will replace the amount of funding that is provided in this agreement.
- D. IT IS FURTHER UNDERSTOOD and agreed by both parties:
1. That in the event The Organization is dissolved, then all such funds not yet expended on the date of dissolution shall immediately revert back to the City and The Organization shall immediately deliver such unexpended funds to the City;
 2. That in the event the performance of The Organization is unsatisfactory, as specified herein, either in attaining performance goals or mishandling of funds then such actions shall be considered a substantial and material breach of this agreement, and any unexpended funds, from the date of notice of such breach by the City to The Organization, shall immediately revert back to the City and The Organization shall immediately deliver such unexpended funds to the City;
 3. That in the event the performance of The Organization is unsatisfactory, as specified herein, in attaining performance goals, the City shall have the option to waive the minimum requirement necessary to be satisfactory. It is understood that SUCH A WAIVER BY THE CITY SHALL ONLY APPLY TO THE PARTICULAR UNSATISFACTORY REVIEW AND THAT THE MINIMUM REQUIREMENTS WILL NOT BE FOREVER WAIVED AND SUCH REQUIREMENTS SHALL APPLY IN ALL SUBSEQUENT REVIEWS.
 4. That funding pursuant to this agreement by the City is for the purpose of providing funding for the time specified by this agreement WITH THE UNDERSTANDING THAT THE ORGANIZATION WILL ACTIVELY SEEK FUNDING FROM OTHER SOURCES TO BE USED IN SUBSEQUENT YEARS TO DISPLACE THE FUNDING PROVIDED IN THIS AGREEMENT.
- E. IT IS FURTHER UNDERSTOOD and agreed by both parties that The Organization is a separate entity from the City and The Organization is solely responsible for its actions and that The Organization agrees to indemnify and save harmless the City from all fines, suits, proceedings, claims, demands, actions, loss, and expense from liability

of any kind whatsoever (including but not limited to attorney fees for costs incurred in litigation) and from any person whomsoever asserting the same arising or growing out of or in any way connected with The Organization's management, operation and services.

- F. THERE are no other terms, either express or implied, than those expressly stated herein, and those expressly stated in the "Performance Goals".
- G. IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.
- H. It is further understood and agreed that in consideration for the funds granted by the City to The Organization that they will attain the following performance goals:
Funds will be used for **Rental Assistance for "Assistance Center"**.


Board Secretary


Board President

Approved as to form and legality this 1st day of January, 2010.


City Attorney

Approved by the City Council of the City of Norman this 26th day of January, 2010.

ATTEST:

City Clerk

Mayor

SOCIAL AND VOLUNTARY SERVICES COMMISSION MINUTES

November 2, 2009

The Social and Voluntary Services Commission met in the City Manager's Conference Room of the Municipal Building located at 201 W. Gray on the 2nd day of November, 2009, at 5:30 p.m., and notice and agenda of the meeting were duly posted 24 hours prior to the beginning of the meeting.

PRESENT: Chair Ann Way, Commissioners Teresa Capps, Peggy Ellis, Tim Mauldin Cody Ponder, Heidi Smith and Amy Venable

ABSENT: Commissioners Nita Cochran and Katie Fitzgerald

OTHERS PRESENT: Carol Coles, Staff
Lisa Krieg, CDBG

* * * * *

Item 2, being:

APPROVAL OF THE AGENDA OF THE NOVEMBER 2, 2009, MEETING.

Commissioner Ponder moved that the agenda of the November 2, 2009, meeting of the Social and Voluntary Services Commission be approved, which motion was duly seconded by Commissioner Smith; and the question being upon approving the agenda of the November 2, 2009, meeting of the Social and Voluntary Services Commission, a vote was taken with the following result:

YEAS: Commissioners Way, Capps, Ellis, Mauldin, Ponder, Smith and Venable

NAYES: None

The Chair declared the motion carried; and the agenda of the November 2, 2009, meeting of the Social and Voluntary Services Commission was approved.

* * * * *

Item 3, being:

APPROVAL OF THE MINUTES OF THE MEETING OF OCTOBER 5, 2009.

Commissioner Ellis moved that the minutes of the October 5, 2009, meeting of the Social and Voluntary Services Commission be approved, which motion was duly seconded by Commissioner Mauldin;

Items submitted for the record:

1. Social and Voluntary Services minutes of October 5, 2009

Item 3 continued:

and the question being upon approving the minutes of the October 5, 2009, meeting of the Social and Voluntary Services Commission, a vote was taken with the following result:

YEAS:	Commissioners Way, Capps, Ellis, Mauldin, Ponder, Smith and Venable
-------	---

NAYES:	None
--------	------

The Chair declared the motion carried; and the minutes of the October 5, 2009, meeting of the Social and Voluntary Services Commission were approved.

* * * *

Item 4, being:

DISCUSSION WITH LISA KRIEG, CITY OF NORMAN REGARDING HOMELESS PARTNERSHIP OPPORTUNITIES.

Lisa Krieg discussed with the Commission the approximately \$500,000 in stimulus funds to be utilized for homeless prevention and rapid rehousing services. The City will be distributing an RFP shortly to identify a provider to utilize these funds. One issue that has become apparent is that there needs to be a separate location for the clients to go to for assistance. In addition to having a separate physical location that the community could identify as the "assistance center" for housing related needs, a separate location would maintain the confidentiality of the new clientele. This single point of entry system is a vital component. Unfortunately, stimulus funds do not allow for the payment of rent in the delivery of services. Ms. Krieg asked the SVSC members to consider assisting with potential funding in securing of a rental location.

Commissioner Smith moved that the Social and Voluntary Services Commission recommend to City Council to partner with the Continuum of Care and provide \$5,529.61 for rental assistance to the social service agency that contracts to provide the homeless prevention and rapid rehousing services associated with the HPRP funds: which motion was duly seconded by Commissioner Mauldin; and the question being recommending the use of \$5,529.61 for rental assistance to the social service agency that contracts to provide the homeless prevention and rapid rehousing services, a vote was taken with the following result:

YEAS: Commissioners Way, Capps, Ellis, Mauldin, Ponder, Smith
and Venable

NAYES: None

The Chair declared the motion carried; and when the RFP is awarded, the Social and Voluntary Services Commission will recommend to City Council to partner in the rental assistance with that agency.

* * * * *

Item 5, being:

MISCELLANEOUS DISCUSSION.

The Commission said good bye to Commissioner Mauldin and thanked him for his service.

* * * * *

Item 6, being:

ADJOURNMENT.

Commissioner Mauldin moved that the November 2, 2009, meeting of the Social and Voluntary Services Commission be adjourned, which motion was duly seconded by Commissioner Ponder; and the question being upon adjourning the November 2, 2009, meeting of the Social and Voluntary Services Commission, a vote was taken with the following result:

YEAS: Commissioners Way, Capps, Ellis, Mauldin, Ponder, Smith
and Venable

NAYES: None

The Chair declared the motion carried; and the November 2, 2009, meeting of the Social and Voluntary Services Commission was adjourned at 6:15 p.m.

* * * * *



The City of
NORMAN

P U R C H A S E O R D E R

PAGE: 1

INVOICE TO:
City of Norman
CITY MANAGER OFFICE
201 WEST GRAY STREET
NORMAN, OK 73069

P.O. #: 182429

DATE: 01/20/10

VENDOR #
751

FOOD AND SHELTER FOR FRIENDS
P O BOX 5537
NORMAN, OK 73069

SHIP TO:
City of Norman
CITY MANAGER OFFICE
201 WEST GRAY STREET
NORMAN, OK 73069

DELIVER BY: 02/28/10 SHIP VIA: BEST WAY

F.O.B.
DESTINATION

TERMS
NET/30

CONFIRM BY

FREIGHT

ACCOUNT NO.
01010874114741

REQUISITIONED BY
COLES,C

REQ. NO. REQ. DATE
166837 01/20/10

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00	EA	SOCIAL SERVICE CONTRIBUTION	5529.6100	5529.61
				SUB-TOTAL	5529.61
				TOTAL	5529.61

23. ITEM: CONTRACT NO. K-0910-134: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS, AND PINNACLE MAPPING TECHNOLOGIES, INC., TO PROVIDE FOR AERIAL PHOTOGRAPHY, DIGITAL ORTHOPHOTOGRAPHIC DATA, AND PLANIMETRIC MAPPING FOR THE GEOGRAPHIC INFORMATION SYSTEMS DIVISION.

INFORMATION: This project is a joint effort of several regional governments coordinated by the Association of Central Oklahoma Governments (ACOG) to develop an aerial photography base map for central Oklahoma and enable the participating governments to acquire additional mapping projects required to conduct daily business. By combining the purchasing power of several participating governments, the project becomes more cost-effective. Those participating with the City of Norman are the City of Oklahoma City; City of Edmond; City of Moore; City of Midwest City; City of Yukon; and Oklahoma County. The United States Geological Survey (USGS) may participate, which would reduce the cost of the orthophotography portion of the contract by \$5,000. The total cost of Norman's portion of the contract is \$110,958.40. The USGS will only reimburse a single entity so ACOG will act as the City of Norman's agent for the orthophotography portion of the contract which equals \$51,108.40. The above-described contract has been examined by the Assistant City Attorney and found to be in order and proper as to form. Staff recommends approval of the contract. Copies of an advisory memorandum; tabulation of proposals; ranking of proposals; contract, and purchase requisitions are included in the Agenda Book.


ACTION NEEDED: Motion to approve or reject Contract No. K-0910-134 with ACOG and Pinnacle Mapping Technologies, Inc.; and, if approved, authorize the execution of the contract and direct payment to ACOG in the amount of \$51,108.40 and to Pinnacle Mapping Technologies, Inc., in the amount of \$59,850.

ACTION TAKEN: _____



office memorandum

TO: Honorable Mayor and Council Members

FROM: Joyce J. Green, Manager of GIS Services 

DATE: January 11, 2010

RE: Agenda Item for Jan. 26, 2010: Consideration of award of Contract K-0910-134 for Agreement for Services Between Pinnacle Mapping Technologies, Inc., the City of Norman and the Association of Central Oklahoma Governments.

BACKGROUND

This project is a joint effort of several regional governments coordinated by the Association of Central Oklahoma Governments (ACOG) to develop an aerial photography base map for central Oklahoma and enable the participating governments to acquire additional mapping products they require to conduct their daily business. By combining our purchasing power, the participating governments will receive better pricing for the project as it is more cost effective for mapping contractors to collect aerial photography for large areas. In addition to the City of Norman, the participating governments include: City of Oklahoma City, City of Edmond, City of Moore, City of Midwest City, City of Yukon, and Oklahoma County. These agencies will be referred to as the Central Oklahoma Alliance of Government Agencies (COAGA). If funds are available, the United States Geological Survey (USGS) may participate, which would reduce the total cost of the City's portion of the aerial photography by up to \$5,000.

ACOG will act as the City of Norman's agent for the aerial photography / orthophotography portion of the project because the USGS will only reimburse a single entity. USGS will only participate in the aerial photography portion of the project. The City of Norman will manage the planimetric mapping portion of the project directly. The contract will go before ACOG's Board of Director's on January 28, 2010.

For Norman, this project will update the City's base map to reflect new construction and any other changes on the ground caused by events such as the flooding and ice storm that have occurred since the last planimetric base map update was completed in the winter of 2005. It is also timed to coincide with the Decennial Census, which will take place on April 1, 2010. An accurate depiction of structures on the ground will assist with any protest the city might decide to lodge with the US Bureau of Commerce to dispute the outcome of the Census. The deliverable products will be color orthophotography at 3 inch pixel resolution for the urban area and at 6 inch pixel resolution for the rural areas. Planimetric mapping will be collected at 1 inch = 100 feet for the entire city. Planimetric mapping converts features visible on the aerial photography to a format that can be used in mathematical calculations (E.g. the amount of impervious area present in an individual parcel).

DISCUSSION

Request for Proposals by COAGA for Regional Digital Ortho Images and Associated Data was released by ACOG on October 30, 2009. Six companies responded with proposals by the due date of December 2, 2009: Merrick & Company of Aurora, Colorado; Pinnacle Mapping Technologies, Inc. of Indianapolis, Indiana; Kucera International Inc. of Willoughby, Ohio; Stewart Geo Technologies of San Antonio, Texas; Sanborn of Colorado Springs, Colorado; and Pictometry of Rochester, New York. The members of COAGA reviewed the proposals and selected 3 firms to interview on December 15, 2009. The firms interviewed were Pinnacle Mapping, Merrick and Company, and Kucera. After the interviews, the members of COAGA met on the morning of December 16 to discuss the interviews. The members of COAGA reached the consensus that Pinnacle Mapping's project approach was the best fit to the project specifications. The total cost of Norman's portion of the project will be \$110,958.40, which is within the \$150,000 budget. This project adds about 175 GB of data to the City's computer system.

Attached are a ranking of the proposals and a cost tabulation of the options selected by the City of Norman. Due to the length of the documents the selected Proposal and the COAGA Request for Proposal 2009-9 are available for review in the City Clerk's Office, but are not attached to the agenda item.

RECOMMENDATION

Staff recommends the City Council award Contract K-0910-134 for Agreement for Services Between Pinnacle Mapping Technologies, Inc., the City of Norman, and ACOG based upon COAGA Request for Proposals 2009-9 in the amount of \$110,958.40: \$51,108.40 payable to ACOG and \$59,850 payable to Pinnacle Mapping Technologies, Inc. Funds for the project are available in Misc. GIS Projects/Construction (Account 050-9533.419.61-01, Project BG0021 – GIS Digital Aerial Photography).

Reviewed by: Susan Connors, Director of Planning and Community Development *SFC*
Linda Price, Revitalization Manager *LP*
Gary Lowe, Information Systems Manager *GL*
Clint Mercer, Chief Accountant *CM*
Anthony Francisco, Director of Finance *A. Francisco*
Jeff Bryant, City Attorney *JB*
Steve Lewis, City Manager *SL*

Project Cost

	Kucerra	Merrick	Pinnacle	Sanborn	Stewart
Planimetric Alternantive 1					
New Collection 1"= 100' - Pilot Study Area	\$ 500.00	\$ 4,362.92	\$ 4,000.00	\$ 2,000.00	\$ 1,992.00
Remainder of the City Approximately 191 square miles	\$ 176,000.00	\$ 163,173.11	\$ 55,850.00	\$ 224,862.00	\$ 74,700.00
Sub-Total	\$ 176,500.00	\$ 167,536.03	\$ 59,850.00	\$ 226,862.00	\$ 76,692.00
Orthophoto Alt 3	\$ 61,180.18	\$ 92,415.50	\$ 51,125.98	\$ 70,813.78	\$ 81,265.45
Optional products					
Resample of entire project area to 1 foot pixel resolution NAD83	\$ 2,500.00	\$ 3,282.00	\$ 275.00	\$ 2,000.00	\$ 1,862.00
Resample of City of Norman area to 1 foot pixel resolution	\$ 400.00	\$ 984.00	\$ 275.00	\$ 1,000.00	\$ 189.00
Large Format Hardcopy High-Gloss Plot of Norman (1"=2000')	\$ 300.00	\$ 729.92	\$ 410.00	\$ 379.00	\$ 250.00
MrSID of City of Norman	\$ 300.00	\$ 656.40	\$ 140.00	\$ 1,000.00	\$ 189.00
Sub-Total	\$ 3,500.00	\$ 5,652.32	\$ 1,100.00	\$ 4,379.00	\$ 2,490.00
Total	\$ 241,180.18	\$ 265,603.85	\$ 112,075.98	\$ 302,054.78	\$ 160,447.45

COAGA Ranking of Proposals

	Sanborn	Merrick	Pinnacle	Kucera	Stewart	Pictometry
Midwest City	2	5	6	4	3	1
Edmond	3	4	6	5	2	1
Norman	3	4	6	5	2	1
Yukon	5	4	6	3	2	1
Moore	5	3	6	4	2	1
OKC	3	5	4	6	2	1
TOTAL	21	25	34	27	13	6

6 Highest Ranked
1 Lowest Ranked

**AGREEMENT FOR
SERVICES**

Between

Pinnacle Mapping Technologies, Inc,

the

City of Norman, Oklahoma,

And the

Association of Central Oklahoma Governments

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AGREEMENT FOR SERVICES

This Agreement for Services ("**Agreement**") is made by and between Pinnacle Mapping Technologies, Inc, an Indiana corporation ("**Pinnacle Mapping Technologies, Inc**") and the City of Norman ("**City**").

City desires services to obtain professional surveying and mapping services for the ("**Project**") as described on Attachment "A" and Attachment "B", and the parties wish to set forth the terms and conditions for performance of these services.

City desires to designate the Association of Central Oklahoma Governments, herein referred "ACOG" as its designated Agent to provide the most efficient, effective and expedient use of resources for the portion of the Project described in Attachment "A" to be accomplished with other participating agencies of the Central Oklahoma Alliance of Government Agencies (COAGA).

In consideration of the mutual promises and covenants of the parties, it is agreed as follows.

ARTICLE 1 - Pinnacle Mapping Technologies, Inc's SERVICES AND PERSONNEL

Pinnacle Mapping Technologies, Inc. shall perform services and furnish equipment, labor and other things necessary to complete the services described in Attachments "A" and "B". Upon notification to proceed, Pinnacle Mapping Technologies, Inc. shall promptly commence, and diligently continue the services to completion in compliance with Attachments "A" and "B", except as may be otherwise provided herein. Pinnacle Mapping Technologies, Inc's services shall be performed in a manner consistent with the care and skill exercised by practitioners in the same specialty under similar conditions. There are no warranties, express or implied, which extend beyond the description in this Agreement.

Pinnacle Mapping Technologies, Inc. shall endeavor to follow, and comply with federal, state and local government laws, rules, regulations, codes, and ordinances; provided, however, and if applicable, since the Americans with Disabilities Act contains general provisions subject to differing interpretations on a case-by-case basis, all services in connection therewith shall be on the basis of Pinnacle Mapping Technologies, Inc's professional experience and judgment. However, Pinnacle Mapping Technologies, Inc. cannot and does not guarantee, or warrant its services will be in compliance therewith. Pinnacle Mapping Technologies, Inc. shall be responsible for completeness and accuracy of its services, and shall correct defects or errors or omissions at its own expense. Should City become aware of errors or omissions in the services, or should City otherwise become dissatisfied with the services, City shall give prompt written notice to Pinnacle Mapping Technologies, Inc. and allow a reasonable time for correction by Pinnacle Mapping Technologies, Inc.

Subject to the approval of City, prior to the commencement of Pinnacle Mapping Technologies, Inc's services, certain of Pinnacle Mapping Technologies, Inc's personnel may be designated as key personnel for performance of the services. In the ordinary course of business, and so long as they remain in Pinnacle Mapping Technologies, Inc's employ, designated key personnel shall not be removed from the Project without City's prior written consent, which shall not be unreasonably withheld. City may require additions, reductions, or substitutions to Pinnacle Mapping Technologies, Inc's employees working on the Project.

The key Project person of Pinnacle Mapping Technologies, Inc. is Ms. Brenda King.

ARTICLE 2 - COMPENSATION

City shall pay Pinnacle Mapping Technologies, Inc. for its basic services as provided in Attachment "C" ("Schedule of Payment"). If changes to the scope of services or requests for additional services under Article 3 cause an increase or decrease in Pinnacle Mapping Technologies, Inc's services, an equitable adjustment shall be made to Pinnacle Mapping Technologies, Inc's compensation under Article 3 and this Agreement shall be modified in writing accordingly.

Except where the payment provisions of Attachment "C" provide, or require otherwise, Pinnacle Mapping Technologies, Inc. shall submit periodic invoices to City with a summary of services performed in accordance with Pinnacle Mapping Technologies, Inc's standard invoicing practices. City shall notify Pinnacle Mapping Technologies, Inc. of any objection within 14 calendar days of the invoice date, identifying the reasons therefore in writing, and timely paying that portion of the invoice not in dispute. Invoices will be considered acceptable to City if no such objections are made.

Timely payment by City to Pinnacle Mapping Technologies, Inc. is a material part of the consideration of this Agreement. If payment is withheld, Pinnacle Mapping Technologies, Inc. may suspend services, or terminate this Agreement without incurring liability to City or others for incidental, special, indirect, or consequential damages.

ARTICLE 3 - CHANGES TO SCOPE OF WORK, SUSPENSION

Either party may request changes within the general scope of this Agreement. Any changes to the responsibilities and/or terms and conditions of this Agreement shall be in writing, and executed by both parties to this Agreement. If such changes cause an increase or decrease in the amount of services to be performed by Pinnacle Mapping Technologies, Inc, or in the time required for their performance, equitable adjustment shall be made in the provision of this Agreement for payments to Pinnacle Mapping Technologies, Inc, or for the time performance of service or for both, and this Agreement shall be modified by agreement of the parties accordingly.

City may at any time, by written notice to Pinnacle Mapping Technologies, Inc, suspend further performance of the services by Pinnacle Mapping Technologies, Inc. Upon receiving notice of suspension, Pinnacle Mapping Technologies, Inc. shall promptly suspend performance of the services to the extent specified. During the period of a

suspension, Pinnacle Mapping Technologies, Inc. shall care for, and protect its services in progress. For a period of 90 days, City may withdraw the suspension of performance of the services as to all or part of the suspended services by written notice to Pinnacle Mapping Technologies, Inc. specifying the effective date and scope of withdrawal. Pinnacle Mapping Technologies, Inc. shall then resume diligent performance of the services for which the suspension was withdrawn.

If suspension or withdrawal of suspension justifies modification of Pinnacle Mapping Technologies, Inc.'s compensation, an equitable adjustment shall be made under Attachment "C", and this Agreement shall be modified in writing accordingly.

If Pinnacle Mapping Technologies, Inc. disagrees with a request by City for a non-compensable correction of defects or errors or omissions in the services, then in addition to, or in lieu of the other provisions of this Agreement, Pinnacle Mapping Technologies, Inc. may invoice City for additional compensation in performing the services, and the Dispute Resolution procedures of Article 15 shall apply to such invoiced amounts.

ARTICLE 4 - TECHNICAL & CONTRACTUAL REPRESENTATIVES

Authorized representatives of City and Pinnacle Mapping Technologies, Inc. are:

CITY:		Pinnacle Mapping Technologies, Inc:	
Technical	<u>Joyce Green</u>	Technical	<u>Brenda R King</u>
Contractual	<u>Joyce Green</u>	Contractual	<u>Ryan King</u>

ACOG:

Technical	<u>John Sharp</u>
Contractual	<u>John Sharp</u>

Modifications or amendments required, or permitted under this Agreement should be coordinated by the Contractual Representatives of the parties. The Technical Representatives of the parties should coordinate technical directions and communications concerning the services.

ARTICLE 5 - CITY RESPONSIBILITIES

City shall cooperate with Pinnacle Mapping Technologies, Inc. in all aspects of the Project, and shall provide full information and all criteria of City's requirements for the Project, including objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any time or budgetary limitations. City shall furnish copies of all specifications and standards, which it will require to be included in the services, and shall examine and respond promptly to Pinnacle Mapping Technologies, Inc.'s submissions.

City has designated ACOG as its agent for purposes of coordinating the portion of the project described by Attachment A with other participating agencies in COAGA to insure the most efficient, effective and expedient use of resources.

Additional responsibilities of City are specified in Attachment "D" ("City Responsibilities").

ARTICLE 6 - INFORMATION FURNISHED BY OTHERS & COST ESTIMATES

Unless the scope of services in Attachments "A" and "B" includes an undertaking by Pinnacle Mapping Technologies, Inc. to assure the accuracy of documents or information furnished by City or others, Pinnacle Mapping Technologies, Inc. shall be entitled to rely upon as accurate and correct any plans, drawings, specifications, criteria, maps, surveys and other data furnished by City or others. If subsequent errors are discovered in data furnished by City, which necessitate redoing services, Pinnacle Mapping Technologies, Inc. shall be compensated for such extra services in accordance with Article 3. Pinnacle Mapping Technologies, Inc. shall not be liable to City for errors or omissions in data furnished by City.

ARTICLE 7 - RECORDS, AUDIT, OWNERSHIP OF DOCUMENTS

Pinnacle Mapping Technologies, Inc. shall maintain records of performance under this Agreement, and shall make these records available for inspection and for audit (if the payment provisions herein are of a type capable of audit) by City at all reasonable times during the course of services and for a period of two years after completion of services. Audits shall be conducted in accordance with generally accepted auditing principles.

ARTICLE 8 - CONFLICT OF INTEREST, NO CONTINGENT FEES

Pinnacle Mapping Technologies, Inc. represents it has no known direct or indirect interest, which would conflict with the performance of its services under this Agreement.

Except as disclosed to City, and except for the compensation to be paid hereunder, Pinnacle Mapping Technologies, Inc. warrants it has not directly or indirectly paid or agreed to pay any person or company any fee, commission, contribution, donation, gift, or any other type of consideration to solicit or secure an award of this Agreement.

ARTICLE 9 - SOFTWARE RIGHTS, COPYRIGHT, PATENT, TRADEMARK

No title to or ownership of City provided data, or any of their parts is transferred to Pinnacle Mapping Technologies, Inc. City shall maintain complete ownership and proprietary rights with regard to its database schema, source data and documents, and deliverable products of this Project, excepting source field survey books and magnetic media, and any software used by Pinnacle Mapping Technologies, Inc. in performance of the Project work.

Pinnacle Mapping Technologies, Inc. shall retain ownership and proprietary rights of any software programs to be used and/or developed under this Agreement, unless otherwise specified in any of the Attachments of this Agreement. The City retains ownership of deliverables produced from this Agreement. Pinnacle Mapping Technologies, Inc. shall not reveal, share or sell any of the Project deliverables without written permission of the City, excluding any software provided to the City by Pinnacle Mapping Technologies, Inc.

Software provided to City by Pinnacle Mapping Technologies, Inc. under this Agreement shall be bound by the terms and conditions of Pinnacle Mapping Technologies, Inc's standard software license agreement.

At Pinnacle Mapping Technologies, Inc's expense, Pinnacle Mapping Technologies, Inc. shall defend any suits brought against City based on a claim that the use of any design, process, apparatus, or any part, methodology, software, publication, or other proprietary right, or any thing furnished by Pinnacle Mapping Technologies, Inc. under this Agreement constitutes an infringement of any patent, trademark, or copyright of the United States; provided that Pinnacle Mapping Technologies, Inc. shall be notified promptly in writing by City of such a claim or contention, and given the authority, information, and assistance (at Pinnacle Mapping Technologies, Inc's expense) for the defense thereof.

ARTICLE 10 - SUBCONTRACTS

Except as provided in the Attachments, Pinnacle Mapping Technologies, Inc. shall not subcontract any part of its services under this Agreement. Pinnacle Mapping Technologies, Inc. shall provide City with reasonable advance written notice if subcontract services are required.

Pinnacle Mapping Technologies, Inc. shall obligate each subcontractor of every tier to consent to compliance with all applicable provisions of this Agreement. Nothing contained in any subcontract of any tier shall create a contractual relationship between City and any such subcontractor, nor shall any subcontract create any obligation on the part of City to pay or to see that payment is made to any subcontractor.

ARTICLE 11 - INDEMNIFICATION & RISK ALLOCATION

Pinnacle Mapping Technologies, Inc. agrees to indemnify, and save City harmless from any loss, cost, or expense, including reasonable attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Pinnacle Mapping Technologies, Inc. or its employees in connection with Pinnacle Mapping Technologies, Inc's services. City agrees to indemnify and save Pinnacle Mapping Technologies, Inc. harmless from any loss, cost, or expense, including reasonable attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of City or its employees in connection with the operations of City. If the negligence of both Pinnacle Mapping Technologies, Inc. and City (or a person identified above for whom each is liable) is the cause of such damage or injury, the

loss, cost or expense shall be shared between Pinnacle Mapping Technologies, Inc. and City in proportion to their relative degrees of negligence, and the right of indemnity shall apply for such proportion.

It is intended by the parties to this Agreement that performance of Pinnacle Mapping Technologies, Inc's services shall not subject Pinnacle Mapping Technologies, Inc's personnel, including its employees, officers, directors, or shareholders, to any personal legal exposure for any risk associated with the Project. City agrees that any claim, demand or suit shall be made only against Pinnacle Mapping Technologies, Inc, an Oklahoma corporation, and not against any of Pinnacle Mapping Technologies, Inc's personnel.

City and Pinnacle Mapping Technologies, Inc. have discussed the risks and rewards associated with the Project as well as Pinnacle Mapping Technologies, Inc's compensation for services.

Neither party hereto shall be liable to the other for incidental, special, indirect or consequential damages, nor shall Pinnacle Mapping Technologies, Inc. be liable for any cost or expense that provides betterment, upgrade or enhancement of the Project.

ARTICLE 12 - INSURANCE

Pinnacle Mapping Technologies, Inc. shall continuously maintain during the term of this Agreement, and for a period of two years after completion of Pinnacle Mapping Technologies, Inc's services, insurance of the kinds and with the limits not less than the amounts below:

Workers' Compensation: As prescribed by the laws of the state in which the work is being conducted.

Comprehensive General Liability: \$1,000,000 bodily injury and property damage combined single limit.

Comprehensive Automobile Liability: \$1,000,000 per accident bodily injury and property damage combined single limit.

Excess Liability. \$1,000,000 bodily injury and property damage combined single limit.

Professional Liability. \$1,000,000 annual aggregate.

Certificates of insurance evidencing these minimum coverages shall be submitted to City at the commencement of Pinnacle Mapping Technologies, Inc's services. Failure to submit the certificates or endorsements, or failure of City to insist upon submission shall not relieve Pinnacle Mapping Technologies, Inc. of its duty to maintain the required insurance.

ARTICLE 13 - TERMINATION

Subject to the other provisions of this Agreement, either party in the event of a substantial failure by the other party to fulfill its obligations under this Agreement may terminate this Agreement in whole or in part in writing. No such termination shall be effective until the other party is given not less than 60 working days written notice of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.

City may terminate in whole or in part in writing this Agreement for its convenience. No such termination shall be effective until Pinnacle Mapping Technologies, Inc. is given not less than 60 working days written notice of intent to terminate and an opportunity for consultation with City prior to termination.

Upon receipt of a notice of termination, Pinnacle Mapping Technologies, Inc. shall promptly discontinue all services affected (unless the notice directs otherwise). If City is not in breach of this Agreement, Pinnacle Mapping Technologies, Inc. shall deliver, or otherwise make available to City all finished services; provided, however, Pinnacle Mapping Technologies, Inc. shall not be responsible for the accuracy, completeness or workability of documents prepared by Pinnacle Mapping Technologies, Inc. if used, changed or completed by City or by another party.

Subject to the provisions of Article 2, Pinnacle Mapping Technologies, Inc. shall be paid for its costs and services performed through the effective date of termination, less allowances for errors or services which must be corrected. If this Agreement is terminated for City's convenience, City shall pay Pinnacle Mapping Technologies, Inc. for costs and services performed through the effective date of termination.

ARTICLE 14 - DISPUTE RESOLUTION

If a claim or controversy between City and Pinnacle Mapping Technologies, Inc. is not resolved by the designated representatives of the parties, the chief executive officers of Pinnacle Mapping Technologies, Inc. and City shall meet within 30 days thereafter to review and discuss such claim or controversy and attempt, in good faith, to settle or resolve the matter.

ARTICLE 15 - GENERAL

15.1 Governing Law, Venue & Costs. The laws of the State of Oklahoma shall govern this Agreement, and venue for all disputed matters between the parties shall be Oklahoma. In the event of an action to enforce the terms and conditions of this Agreement or of any of the rights or obligations arising from this Agreement, the prevailing party shall be entitled to an award of the costs of such action, including reasonable attorney fees.

15.2 Entire Agreement, Amendments. This Agreement sets forth the entire agreement of the parties, supersedes all prior negotiations and understandings, and shall govern any services by Pinnacle Mapping Technologies, Inc. on the Project prior to execution of this Agreement. Except as otherwise expressly provided in this Agreement, this Agreement may be modified or amended only upon the signed written agreement of both parties. Pinnacle Mapping Technologies, Inc. shall not be required to execute any documents subsequent to the signing of this Agreement that increase Pinnacle Mapping Technologies, Inc.'s contractual or legal obligations or risks, or jeopardize the availability of or increase the cost of its professional or general liability insurance. Pinnacle Mapping Technologies, Inc. and City have each read, and fully understand the terms of this Agreement, each has had the opportunity to have it reviewed by counsel, and the rule providing that ambiguities in a contract shall be construed against the drafter shall not apply to this Agreement.

15.3 Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court or other authority with like jurisdiction, the remainder of this Agreement shall be unaffected and enforceable, and there shall be deemed substituted for the affected provision(s) a valid and enforceable provision(s) as similar as possible to the affected provision(s).

15.4 Assignment. This Agreement is for personal services, and neither party may assign its rights, nor delegate the performance of its duties hereunder without the prior written approval of the other. Any assignment, voluntary or involuntary, in violation of the foregoing shall be voiding able. This Agreement is not intended to benefit any third party.

15.5 Successors and Approved Assigns. This Agreement shall inure to the benefit of, and shall be binding upon the parties and their respective legal representatives, successors, and approved assigns.

15.6 Non-Waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right shall constitute a waiver of that or any other right.

15.7 Independent Contractor. Pinnacle Mapping Technologies, Inc. shall perform its services as an independent contractor and not as an agent, employee, representative, joint venturer or partner of City.

15.8 Force Majeure. Any delays beyond the control of either party shall automatically extend the time schedule as contained in Attachment B. By mutual consent and two weeks advance notice, the indicated times may fluctuate to suit the needs of either party.

15.9 Notices. Notice required or permitted hereunder shall be in writing and delivered in a manner most efficient under the circumstances. Subject to the foregoing, notice shall be deemed to have been given when received by the party to whom it is directed by hand delivery, fax, or mail delivery as follows:

Pinnacle Mapping Technologies, Inc: Pinnacle Mapping Technologies, Inc.
8021 Knue Rd, Suite 113
Indianapolis, Indiana 46250
Attn: Ms. Brenda King

CITY: City of Norman
201-A West Gray St.
Norman, OK 73069
Attn: Ms. Joyce Green

ACOG: ACOG
21 E Main St, Suite 100
Oklahoma City, OK 73104
Attn: Mr. John Sharp

Or at such other address as a party hereto may designate by written notice.

15.10 Headings. The captions and headings of this Agreement are for convenience and reference only, and do not limit or define the scope or intent of the clause.

15.11 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 16 - INCORPORATION OF ATTACHMENTS

The following Attachments are incorporated into and made a part of this Agreement:

A - Scope of Work – Digital Orthophotography

B – Scope of Work – Planimetric Mapping

C - Payment Schedule and Schedule of Work

D - City Responsibilities

IN WITNESS WHEREOF, the parties execute this Agreement on the date last written below.

THE CITY OF NORMAN, OKLAHOMA

Signature _____

Print Cindy Simon Rosenthal

Title Mayor

Date _____

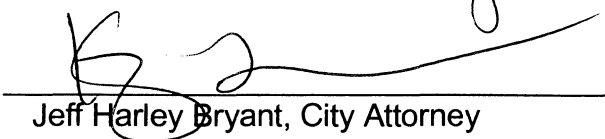
Signature _____

Print Brenda Hall

Title City Clerk

Date _____

Approved as to form and legality this 13 day of January, 2010


Jeff Harley Bryant, City Attorney

Pinnacle Mapping Technologies, Inc.

Signature Brenda R. King

Print Brenda R. King

Title President

Date 1/14/2010

WITNESS:
Signature _____

Print Ryan King

Title CFO

Date 1/14/10

ACOG

Signature _____

Print _____

Title _____

Date _____

Signature _____

Print _____

Title _____

Date _____

Attachment A: Scope of Work-Digital Orthophotography
AGREEMENT FOR SERVICES

I. Extent of Services

A. The Services

Pinnacle Mapping Technologies, Inc. shall furnish all necessary work, materials, supplies, transportation, plant, labor, and superintendence as may be required, to accomplish digital photogrammetric mapping and surveys for this Mapping Project. The services shall be accomplished according to the specifications contained in the documents listed here in order of precedence in the event of inconsistent or contradictory terms, conditions or provisions among them:

1. This Attachment A: Scope of Work – Digital Orthophotography
2. Pinnacle Mapping Technologies, Inc.'s Proposal dated December 1, 2009
3. COAGA RFP 2009-09

B. Tasks to be performed under the Agreement for Services are:

1. Panel a minimum of GPS Control points as necessary to support the topographic/planimetric and digital orthophotography for the entire project area as defined by the RFP and final pricing matrix (Attachment C). Existing monuments will be utilized to the maximum extent possible.
2. Color Aerial Photography flown at 2,894' Above Mean Terrain for 3" pixel areas, 5600' AMT for 6" pixel areas, and 11200' AMT for the 12" pixel areas
3. Digital Aerial Triangulation (DAT)
4. Digital Orthophotography and other Deliverables

C. Area of the Project - The project area is illustrated in the attached Orthophoto Project Map. In areas where the City/County limits are in a portion of a PLSS section, the deliverables shall include the complete section.

D. Deliveries - All costs of deliveries shall be borne by Pinnacle Mapping Technologies, Inc. Each delivery shall be addressed to:

John Sharp
 ACOG
 21 E Main St, Suite 100
 Oklahoma City, OK 73104-2405

and shall be accompanied by a letter and/or transmittal form, listing the materials being transmitted, and being properly numbered, dated and signed.

28 January 2010

II. Notices/Contacts

Brenda R. King, President, will be the primary contact at Pinnacle Mapping Technologies for all city correspondence of a technical nature. Ryan King, Vice President, will be the secondary contact for this job for all city correspondence of an administrative nature.

III. Special Technical Provisions

A. Aerial Photography

1. The aerial photography used for the creation of the color digital orthophotography and collection of the planimetric mapping shall be captured at 2,894' Above Mean Terrain, 5600' AMT, and 11200' AMT utilizing Pinnacle's DiMAC digital camera sensor.

2. Flight Plan - The strips of photography shall be flown in conformance with a plan developed by Pinnacle Mapping Technologies, Inc. and approved by the COAGA prior to flight. All strips shall be flown as straight as possible and shall be void of crab, tilt and altitude variation to the extent that they afford good stereoscopic coverage of the entire minimum areas. The photography will be flown with 60 forward lap. The project shall be flown on or near the date agreed to by Pinnacle Mapping Technologies, Inc. and the client. Photography shall not be taken with less than a 30% sun angle.

D. Digital Orthophotography

1. Scale - The final mapping scale will be 1"=50' with a final resolution of 0.25' for the color imagery, 1"=100' 0.5' for the color imagery, 1"=200' 1.0' for the color imagery .
2. Format - For this project all imagery will be output as an untiled, uncompressed TIFF formatted file associated with a TIFF World header file (.TFW). MrSID format compressed images will be delivered in both tile and mosaic format.
3. Objects in the orthophoto image that are not at ground level will be displaced from their horizontal position in relative proportion to their height above the ground.
4. Digital ortho imagery will be re-sampled to a 0.5' and 1.0' pixel resolution.
5. Digital ortho imagery will be rectified and registered to the appropriate datums and delivered in agreed upon format

IV. Deliverables

The following outlines the deliverable products produced by Pinnacle Mapping Technologies. Pinnacle Mapping Technologies understands that all of the products listed below are the property of the City of Norman.

1. Aerial Photography Products

1. Flight line maps.
 2. Raw DiMAC Imagery
 3. Sample Post-Processed DiMAC Imagery
- B. Digital Aerial Triangulation Products
1. DAT results report and computations.
- C. Ground Control Report
1. Ground Control report (written and digital)
- D. Digital Orthophoto Products
1. Color digital ortho imagery formatted to approximately the extent of the existing quarter section having .25, 0.5, or 1.0 foot pixel resolution. See individual project maps for extent to be delivered upon approval of final tiling schema by the COAGA prior to production.
 2. Resampled color images at resolutions of 0.5' and 1.0'.
 3. City-wide or County-wide MrSID formatted digital image (tiles and/or mosaics).
 4. Additional border tiles (as needed) of Digital ortho imagery Rectified and Registered to the appropriate datum and delivered in agreed upon format.
 5. Hard copies of City-wide images in agreed upon size and layout (as needed).

V. ACOG will distribute the deliverables to the members of COAGA as follows:

Entity	Item
Edmond	3"@ 116 Miles (NAD83) Resample 1' NAD 83 Resample 6" NAD 83 Reproject State Plane NAD83 (116 sq. mi.) High Gloss Plot (5) MrSID
Subtotal	116 Sq. Miles Delivery
MWC	6" @ 37 Miles (NAD83) Resample 1' (NAD 83) Reproject CORS to NAD83 (13 sq. mi.) High Gloss Plot MrSID
Subtotal	50 Sq Miles Delivery
Moore	6" @ 23 Miles (HARN) Resample 1' Resample 3" to 6" (2 sq. miles) Reproject 6" (5 sq. mi. CORS to HARN) High Gloss Plot (2) MrSID
Subtotal	30 Sq. Miles Delivery
Norman	3" @ 75 Miles (HARN) 6" @ 158 Miles (HARN) Reproject to HARN (21 sq. miles) Resample 1' (HARN) High Gloss Plot (2) MrSID
Subtotal	254 Sq. Miles Delivery
Oklahoma City	6" @ 748 Miles (CORS96) Resample 1' Resample 1' - NAD83

28 January 2010

	Reproject CORS 96 (84 sq. miles.) High Gloss Plot MrSID (6" CORS 96) MrSID (1' CORS 96) MrSID (1' NAD 83)
Subtotal	832 Sq. Miles Delivery
Yukon	6" @ 31 Miles (CORS96) Resample 1' (CORS96) High Gloss Plot MrSID (6" CORS96) MrSID (1' CORS 96) MrSID (1' NAD83)
Subtotal	32 Sq. Miles Delivery (1 from OKC)
Oklahoma Co	1' @ 154 Miles (NAD83) Resample and Reproject 1' - NAD83 (566M) MrSID
Subtotal	720 Sq. Miles Delivery
USGS	1' @ 40 sq. miles (UTM) Resample 1' - UTM
ACOG	MrSID - Entire Project Area

ACOG will submit deliverables prepared for the City of Norman for final approval to:

Joyce J. Green
Manager, GIS Services Division
City of Norman
201-A West Gray St.
Norman, OK 73069

INVOICING

Pinnacle Mapping Technologies will submit invoices to ACOG according to the following schedule:

Completion of Ground Control Surveying	\$40,100.00
Completion of Aerial Photography	\$84,723.00
Aerial Triangulation (monthly on a percentage complete basis)	\$21,300.00
Digital Orthophotography/Other (monthly on a percentage complete basis)	\$53,542.10

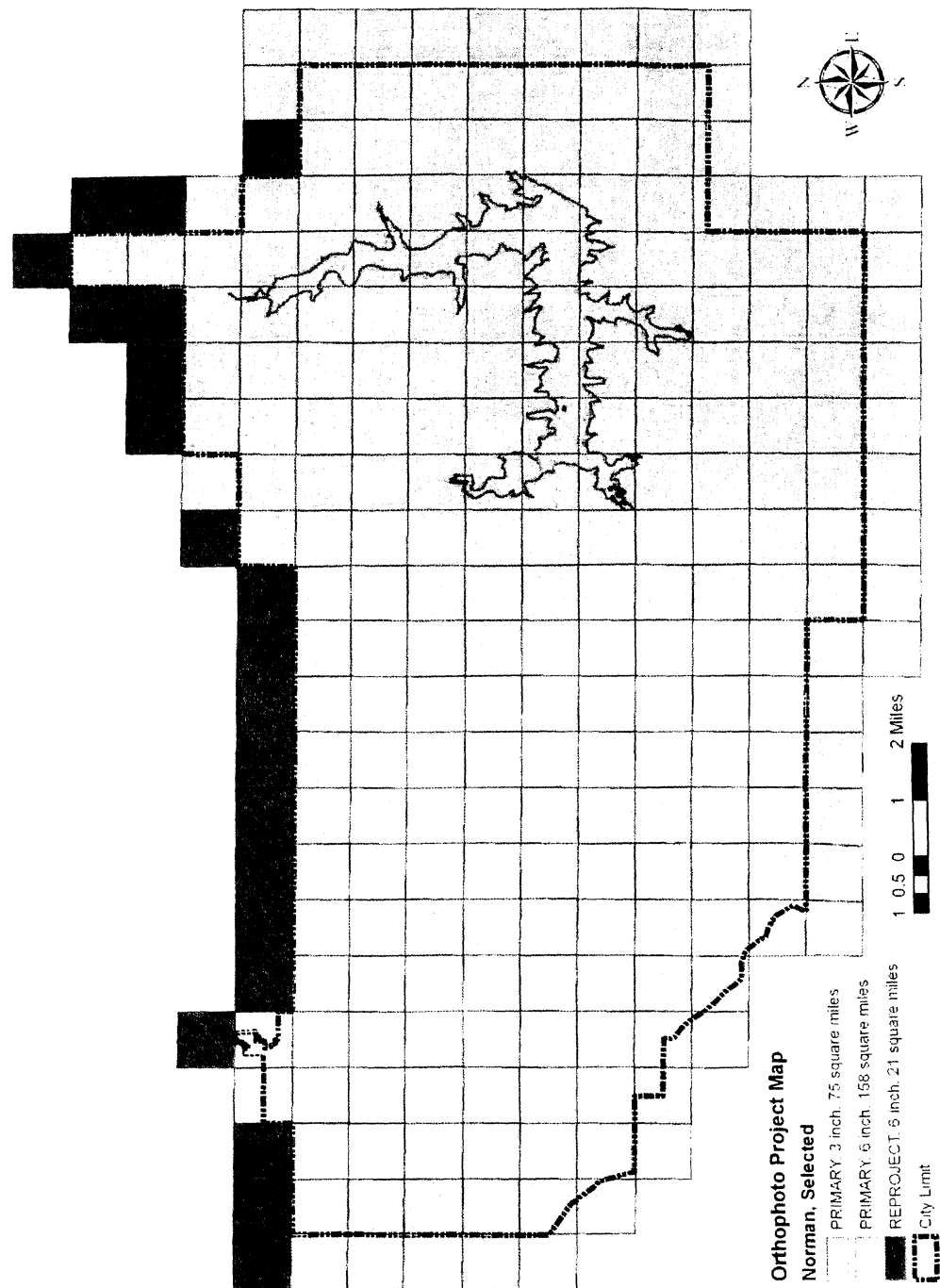
28 January 2010

TOTAL

\$199,665.10

ACOG will invoice the City of Norman according to the schedule in Attachment C.

VI. Area to be delivered to The City of Norman.



Attachment B: Scope of Work – Planimetric Mapping
AGREEMENT FOR SERVICES

II. Extent of Services

A. The Services

Pinnacle Mapping Technologies, Inc. shall furnish all necessary work, materials, supplies, transportation, plant, labor, and superintendence as may be required, to accomplish digital photogrammetric mapping and surveys for this Mapping Project. The services shall be accomplished according to the specifications contained in the documents listed here in order of precedence in the event of inconsistent or contradictory terms, conditions or provisions among them:

1. Attachment B: Scope of Work - Planimetric Mapping
2. Pinnacle Mapping Technologies, Inc.'s Proposal dated December 1, 2009
3. COAGA RFP 2009-09

D. Tasks to be performed under the Agreement for Services are:

1. Photogrammetric Update/Collection of the Planimetric Features
2. ArcGIS GeoDatabases

E. Area of the Project - The project area is 191 sq. miles and is illustrated in the attached Planimetric Project Map.

F. Deliveries - All costs of deliveries shall be borne by Pinnacle Mapping Technologies, Inc. Each delivery shall be addressed to:

Joyce J. Green
 Manager, GIS Services Division
 City of Norman
 201-A West Gray St.
 Norman, OK 73069

and shall be accompanied by a letter and/or transmittal form, listing the materials being transmitted, and being properly numbered, dated and signed.

IV. Notices/Contacts

Brenda R. King, President, will be the primary contact at Pinnacle Mapping Technologies for all city correspondence of a technical nature. Ryan King, Vice President, will be the secondary contact for this job for all city correspondence of a administrative nature.

V. Special Technical Provisions

A. Planimetric Mapping Development

1. Accuracy - All features shall be accurate to within the tolerances of National Map Accuracy Standards for 1"=100' scale mapping.

B. Planimetric Mapping

1. Compilation shall be performed on a precision softcopy stereo plotter.
2. Pinnacle Mapping Technologies will utilize the same aerial photography for the planimetric data updating.
3. Planimetric data shall be delivered in ArcGIS GeoDatabase formats.
4. The planimetric data to be collected is road edges (paved, unpaved, and sidewalks), parking lots, driveways, structures, hydrology (including drainage features such as ditches), tree mass outlines, tree, and fences, and all other features specified in Attachments to Appendix E of COAGA RFP 2009-09.
5. Map Editing/Quality Assurance - All quality checks and map editing shall be accomplished in a manner to eliminate or minimize errors and misinterpretation. Norman City officials will load Arc/Info files and check for completeness, topology and accuracy of spatial and attribute data.
6. All planimetric features spanning or extending across tile boundaries will edgemark with the boundary tile planimetric features.
7. Accuracy - The horizontal accuracy for this planimetric data will be 1/40th of the final map scale, or one and one-quarter feet (1 1/4'), based on the scale of photography. All spatial features shall be accurate to within the tolerances of National Map Accuracy Standards. All resultant GeoDatabase files will have double precision accuracy.
8. All spatial data should adhere to the following coordinate projection:

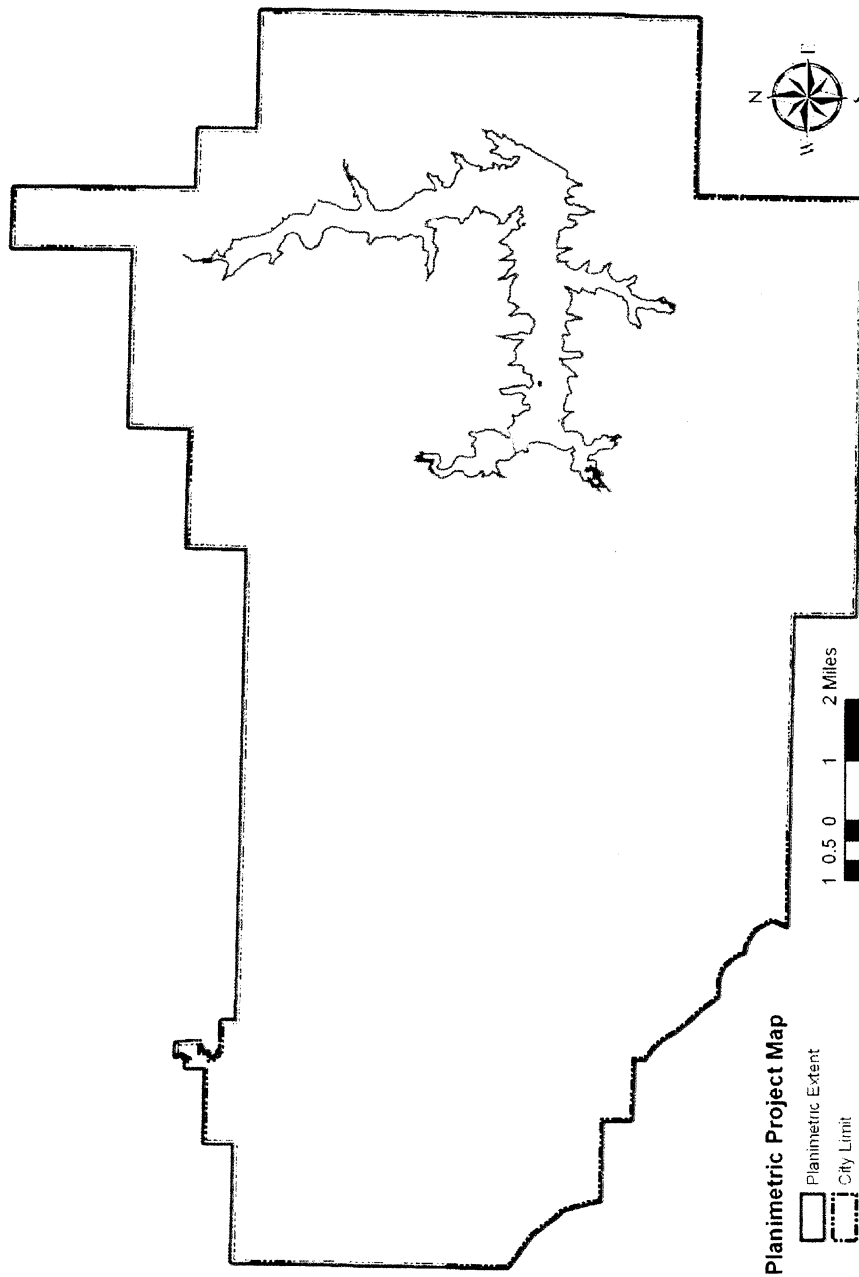
Coordinates/Projection: State Plane Coordinate System,
 Zone: Oklahoma South, FIPS Zone 3502
 Horizontal Datum: HARN
 Map Units: Feet

IV. Deliverables

The following outlines the deliverable products produced by Pinnacle Mapping Technologies. Pinnacle Mapping Technologies understands that all of the products listed below are the property of the City of Norman.

A. Photogrammetric Products

2. Planimetric databases in ArcGIS GeoDatabase format.



Attachment C

Schedule of Payment

The following outlines the compensation due ACOG for the work described in Attachment A:

Digital Orthophotography

Completion of Ground Control Surveying	\$ \$ 8800.00
Completion of Aerial Photography	\$ \$20,500.00
Aerial Triangulation	\$ 7800.00
Digital Orthophotography	<u>\$ 1,4008.40</u>
Total	\$ 5 1,108.40

All fees are listed are based on domestic (U.S.) rates, and should be considered Lump Sum (fixed fee).
ACOG will invoice the Client on a percent complete for each required task.

The following outlines the compensation due Pinnacle Mapping for the work described in Attachment B:

Planimetric Mapping

New Collection 1"=100'	\$ 4,000.00
Remainder of City with 200ft Buffer	
Approximately 191 square miles	<u>\$ 55,850.00</u>
	\$ 59,850.00

INVOICING

Pinnacle Mapping Technologies will submit invoices to the City according to the following schedule:

Upon delivery of the Pilot Project and monthly thereafter on a percentage complete basis for each remaining tasks.

PAYMENT TERMS

Payment terms are NET30 from receipt of invoice.

SCHEDULE OF WORK

Pinnacle Mapping Technologies will perform the required tasks and deliver the goods and services according to the schedule proposed in Pinnacle Mapping Technologies, Inc.'s response dated December 1, 2009.

Attachment D**City Responsibilities**

The following lists the information and responsibilities required of the Client:

1. Reference sheets of all existing monumented ground control points.
2. ASCII file of the existing ground control points with attributes.
3. Shapefile of the existing ground control points with attributes.
4. Shapefile of the project boundary with attributes.
5. Shapefile of the existing tiling index with attributes.
6. Sample FGDC metadata (.xml?) structure containing attribution instructions for general items the Client would be responsible for.
7. Timely and thorough review, feedback, and acceptance of deliverable products.

PURCHASE REQUISITION NBR: 0000166525

REQUISITION BY: RTROMBLE

SHIP TO LOCATION: PLANNING DEPARTMENT

LINE NBR DESCRIPTION

STATUS: DEPARTMENT APPROVAL

REASON: AERIAL PHOTOGRAPHY BASE MAP

SUGGESTED VENDOR: 8131 PINNACLE MAPPING TECHNOLOGIES

UNIT COST

DATE: 1/11/10

DELIVER BY DATE: 1/13/10

EXTEND COST

VENDOR PART NUMBER

1

AERIAL PHOTOGRAPHY BASE MAP

COMMODITY: MISCELLANEOUS SERVICES, N

SUBCOMM: PROFESSIONAL SERVICES (NO

1.00

EA

59850.0000

59850.00

REQUISITION TOTAL:

59850.00

A C C O U N T I N F O R M A T I O N				
LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	05095334196101	Capital Projects Construction	100.00	59850.00
		GIS-Digital Aerial Photo		59850.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

TO BE HELD PENDING COUNCIL APPROVAL ON

JANUARY 26, 2010

REQUISITION BY: RTROMBLE

SHIP TO LOCATION: PLANNING DEPARTMENT

1 AERIAL PHOTOGRAPHY BASE MAP
COMMODITY: MISCELLANEOUS SERVICES, N
SUBCOMMOD: PROFESSIONAL SERVICES (NO

PURCHASE REQUISITION NBR: 0000166521

STATUS: DEPARTMENT APPROVAL
REASON: AERIAL PHOTOGRAPHY BASE MAP

1.00 EA 51108.4000 51108.40

DATE: 1/11/10

DELIVER BY DATE: 1/13/10

REQUISITION TOTAL: 51108.40

A C C O U N T I N F O R M A T I O N				
LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	05095334196101	Capital Projects Construction	100.00	51108.40
		GIS-Digital Aerial Photo		51108.40

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

TO BE HELD PENDING COUNCIL APPROVAL ON
JANUARY 26, 2010

24. ITEM: RESOLUTION NO. R-0910-77: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF CLAIMS BY DAVID H. TEUSCHER UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF DAVID H. TEUSCHER V. THE CITY OF NORMAN, WORKERS' COMPENSATION CASE NO. WCC *PRO SE*; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COURT, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COURT JUDGMENTS FROM THE RISK MANAGEMENT INSURANCE FUND.

INFORMATION: The above-described resolution has been drawn and is submitted for City Council's consideration. If approved, the Order will be certified to the Cleveland County District Court to be placed on the property tax rolls for collection over the next three years in accordance with 85 O.S., Section 2b; 51 O.S., Section 159; and 62 O.S., Section 361. Certifying the Order to the property tax rolls will reimburse the City's Workers' Compensation Fund over the next three years. Copies of an advisory memorandum, resolution, and purchase requisitions are included in the Agenda Book.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-0910-77; and, if adopted, direct payment of claims which will constitute judgment against the City of Norman.

ACTION TAKEN: _____



office memorandum

TO: The Honorable Mayor and Councilmembers

THROUGH: Jeff Harley Bryant, City Attorney *JHB*

FROM: R. Blaine Nice, Assistant City Attorney *BN*
Rebecca R. Frazier, Assistant City Attorney *RF*

DATE: January 6, 2010

SUBJECT: AGENDA ITEM – Settlement of *David Teuscher v. City of Norman*, Potential Workers' Compensation Case; Resolution No. R-0910-77

BACKGROUND:

David Teuscher is a Lieutenant for the City of Norman Police Department who injured his left knee on February 19, 2008, when he was attempting to arrest a suspect. Lt. Teuscher has approached this office concerning settlement of his Workers' Compensation Claim against the City of Norman. A settlement offer for this claim in the amount of \$15,895.50 is now being presented to City Council for consideration.

DISCUSSION:

Nature of Claim. Lt. Teuscher began working for the City of Norman on September 15, 1997. He has had two prior surgeries on his left knee, both of which were not job-related. Lt. Teuscher injured his left knee on February 19, 2008, when he was attempting to arrest a suspect. He was seen at Norman Regional Occupational Medicine that same day and was diagnosed with a left hamstring strain and left knee pain. He was treated conservatively and allowed to go back to work on light duty.

Lt. Teuscher continued with conservative treatment until April 2008 when an MRI was recommended due to the length of symptoms – i.e. persistent pain – without improvement. Based upon the results of the MRI, which revealed a small amount of joint fluid, Lt. Teuscher was referred to orthopedic specialist Dr. James Bond. Dr. Bond continued with conservative treatment and allowed Lt. Teuscher to remain on light duty. On August 27, 2008 Dr. Bond released Lt. Teuscher to return to work with no restrictions but emphasized that this was because Lt. Teuscher performed administrative work with the Police Department that allowed him to sit at a desk. Dr. Bond scheduled a three month follow-up.

At the follow-up on November 3, 2008, it was determined that knee surgery was the best option due to continued knee pain Lt. Teuscher was experiencing. On December 11, 2008, Lt. Teuscher underwent knee surgery with a complete synovectomy, chondroplasty, patella and medial femoral condyle, and a neurectomy. After continued physical therapy and light duty work, Lt. Teuscher was released to full work duty on June 22, 2009.

Issues for Trial. Should this case proceed to trial, there is no question that Lt. Teuscher's injury arose out of and in the course of his employment with the City. Therefore, the remaining issue before the Workers' Compensation Court would be the nature and extent of Lt. Teuscher's injury or the Permanent Partial Disability (PPD) to Lt. Teuscher's knee due to this injury. Permanent partial disability is a factual determination made by the Workers' Compensation Court Trial Judge based on doctors' opinions regarding the extent of permanent partial impairment.

On June 23, 2009, Lt. Teuscher was evaluated by Dr. Bond, his treating physician. Dr. Bond opined 30% PPD to the knee which equates to \$23,842.50. Lt. Teuscher is free to obtain a rating by an evaluating physician which would likely be higher; instead he opted to use the treating physician's rating. The City had Lt. Teuscher evaluated by Dr. Young on October 26, 2009 who opined 10% PPD to the left knee which equates to \$7,947.50.

The Worker's Compensation Court Trial Judge is free to make a ruling within the range of the medical evidence presented at the time of trial. Therefore, the City's maximum exposure to compensate Lt. Teuscher for his injury is 30% PPD to the left knee or \$23,842.50.

Settlement Offer. Under the proposed settlement, Lt. Teuscher's case would be settled on a Joint Petition basis for a lump sum payment of \$15,895.50 which represents 20% PPD to the left knee. A Joint Petition settlement is beneficial to the City in that it is a full, final and complete settlement of any and all claims in the Workers' Compensation case. Moreover, the settlement offer is in keeping with or lower than what the City has been ordered to pay in the past three years in similar cases by the Workers' Compensation Court.

Should this case proceed to trial, it is reasonably possible that the City could be ordered to pay more than the settlement offer due to the extensive nature of Lt. Teuscher's surgery, his position as a police officer and length of service with the City. This settlement is beneficial to Lt. Teuscher in that it provides certainty for an award. It is also beneficial to him because the entire settlement amount is being paid in a lump sum rather than at a weekly rate over a period of time.

Since Lt. Teuscher is not represented by an attorney, if Council approves the settlement, this settlement offer must also be reviewed by the Workers' Compensation Court Administrator to determine whether the settlement offer is fair and reasonable. The Administrator review is an additional safeguard for Lt. Teuscher in this matter. To bring the matter before the Workers' Compensation Court, this office will prepare the paperwork to file and then close the case upon Court approval.

If this settlement offer is approved, payment to Lt. Teuscher would be paid as follows:

20% PPD Knee	\$15,895.50
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Furthermore, if the case was settled in this manner, the City would incur additional costs and fees as follows:

Workers' Compensation Administration Fund Tax	\$ 317.91
Special Occupational Health & Safety Fund Tax	\$ 119.22
Filing Fee (Workers' Comp. Court)	\$ 75.00
Filing Fee (District Court)	\$ 119.30
Total additional costs and fees to the City	\$ 631.43.

The total cost of this settlement to the City would be \$16,526.93.

The Honorable Mayor and Councilmembers

Agenda Item – Settlement Offer of *David Teuscher v. City of Norman*, Potential Workers Compensation Case



Resolution No. R-0910-77

January 6, 2010

Page 3 of 3

RECOMMENDATION:

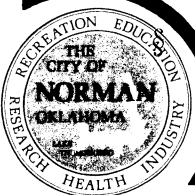
For the reasons outlined above, it is believed this settlement offer is fair, reasonable, and in the best interest of the City. Acceptance of the Order would require the payments as outlined above. The Order would be certified to the Cleveland County District Court to be placed on the property tax rolls for collection over the next three years in accordance with 85 O.S. § 2b, 51 O.S. § 159, and 62 O.S. § 361, *et seq.* Certifying the order to the property tax rolls would, in effect, reimburse the City's Workers' Compensation Fund over the next three years.

Reviewed by: Steve Lewis, City Manager 
Phil Cotten, Chief of Police 

cc: Ellen Usry, Deputy City Clerk

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF CLAIMS BY DAVID H. TEUSCHER UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF DAVID H. TEUSCHER V. THE CITY OF NORMAN, WORKERS' COMPENSATION CASE NO. WCC *PRO SE*; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COURT, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COURT JUDGMENTS FROM THE RISK MANAGEMENT INSURANCE FUND.

- § 1. WHEREAS, DAVID H. TEUSCHER is Lieutenant with the Norman Police Department who alleged he injured his left knee on February 19, 2008 while attempting to arrest a suspect; and
- § 2. WHEREAS, the City of Norman has negotiated settlement for the claims of DAVID H. TEUSCHER against the City of Norman under the Workers' Compensation Statutes for the total sum of \$15,895.50 to be paid in a lump sum settlement to Mr. Teuscher, and such settlement is believed to be fair and reasonable; and
- § 3. WHEREAS, the City shall incur additional costs for payment to the Workers' Compensation Administration Fund in the amount of \$317.91; the Special Occupational Health and Safety Fund in the amount of \$119.22; filing fees in the Workers' Compensation Court in the amount of \$75.00; and filing fees in the Cleveland County District Court in the amount of \$119.30; and
- § 4. WHEREAS, the Risk Management Insurance Fund of the City of Norman has heretofore appropriated funds for the payment of Workers' Compensation Awards covering injuries to qualified persons employed by the City of Norman; and
- § 5. WHEREAS, the judgment and award should be transmitted and certified to the Workers' Compensation Court, Oklahoma City, Oklahoma, which when filed will constitute judgment against the City of Norman, which it is entitled to purchase with funds out of the Risk Management Insurance Fund pursuant to Title 85 O.S. §2b, §42 and 51 O.S. §159; and
- 6. WHEREAS, the City Council finds it will be in the best interest of the City if the funds of the Risk Management Insurance Fund are invested in said judgment; and



NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 7. That the Legal Department is authorized to enter into settlement with one DAVID H. TEUSCHER for not more than \$15,895.50 for any and all claims that he has or may have against the City of Norman under the Workers' Compensation Statutes for the injuries occurring while working for the City of Norman; and
- § 8. That the Legal Department is directed to hereinafter file such settlement in the Workers' Compensation Court, Oklahoma City, Oklahoma, along with all attendant costs therefore, as provided by law; and
- § 9. That the Finance Director is authorized and directed to purchase such judgments of the Workers' Compensation Court, Oklahoma City, Oklahoma, out of funds of the Risk Management Insurance Fund of the City of Norman.

PASSED AND ADOPTED this _____ day of January, 2010.

Mayor

ATTEST:

City Clerk

PURCHASE REQUISITION NBR: 0000166573

REQUISITION BY: DJOHNSON STATUS: DIVISION APPROVAL DATE: 1/12/10
REASON: WORKERS' COMP SETTLEMENT
SHIP TO LOCATION: LEGAL DEPARTMENT SUGGESTED VENDOR: 7139 TEUSCHER, DAVID DELIVER BY DATE: 1/27/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
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1	WORKERS' COMP SETTLEMENT TEUSCHER V. CON; WCC PRO SE; SETTLEMENT OF WORKERS ' COMP CLAIM TO THE LEFT KNEE FOR 20% PPD. MAKE C HECK IN THE AMOUNT OF \$15,895.50 PAYABLE TO DAVID TEUSCHER; SEPARATE CHECK; RETURN CHECK TO LEGAL; C ONTINGENT ON COUNCIL APPROVAL ON 1-26-10. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	15895.5000	15895.50	7139
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REQUISITION TOTAL: 15895.50

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	01030024152131 Other Salary Orders/Settlements		100.00	15895.50 ✓
				15895.50

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

CONTINGENT ON COUNCIL APPROVAL ON 1-26-10. SEPARAT
E CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000166575

REQUISITION BY: DJOHNSON STATUS: DIVISION APPROVAL DATE: 1/12/10
REASON: WORKERS' COMP ADMIN TAX
SHIP TO LOCATION: LEGAL DEPARTMENT SUGGESTED VENDOR: 2267 WORKMANS COMPENSATION DELIVER BY DATE: 1/27/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	WORKERS' COMP ADMIN TAX TEUSCHER V. CON; WCC PRO SE; CONTINGENT ON COUNCIL APPROVAL ON 1-26-10; SEPARATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	317.9100	317.91	2267

REQUISITION TOTAL: 317.91

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	01030024152133 Other Salary Administration Fund		100.00	317.91

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:
SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000166576

REQUISITION BY: DJOHNSON STATUS: DIVISION APPROVAL DATE: 1/12/10
REASON: WORKERS' COMP SPECIAL OCCU & HEALTH TAX ✓
SHIP TO LOCATION: LEGAL DEPARTMENT SUGGESTED VENDOR: 1950 SPECIAL OCCUPATIONAL HEALTH AN DELIVER BY DATE: 1/27/10

1 WORKERS' COMP SPECIAL OCCU & HEALTH TAX
TRUSCHER V. CON; WCC PRO SE; CONTINGENT ON COUNCIL
APPROVAL ON 1-26-10; SEPARATE CHECK; RETURN CHECK
TO LEGAL.
COMMODITY: INSURANCE, ALL TYPES
SUBCOMMOD: WORKER'S COMPENSATION

1.00 EA 119.2200 119.22 ✓ 1950

REQUISITION TOTAL: 119.22

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	01030024152135	Other Salary	119.22
		Spec Occ Health & Safety	119.22

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000166577

STATUS: DIVISION APPROVAL
REASON: WORKERS' COMP COURT FILING FEE

DATE: 1/12/10

REQUISITION BY: DJOHNSON

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: 2268 WORKERS' COMPENSATION COURT

DELIVER BY DATE: 1/27/10

1 WORKERS' COMP COURT FILING FEE
TEUSCHER V. CON; WCC PRO SE; CONTINGENT ON COUNCIL
APPROVAL ON 1-26-10; SEPARATE CHECK; RETURN CHECK
TO LEGAL.
COMMODITY: INSURANCE, ALL TYPES
SUBCOMMOD: WORKER'S COMPENSATION

2268

✓

75.00

75.0000

1.00 EA

REQUISITION TOTAL: 75.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	01030024154704	Miscellaneous Services Other Filing Fees	100.00	75.00
				75.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000166578

REQUISITION BY: DJOHNSON STATUS: DIVISION APPROVAL DATE: 1/12/10
REASON: WORKERS' COMP CLEVELAND COUNTY FILING FEE
SHIP TO LOCATION: LEGAL DEPARTMENT SUGGESTED VENDOR: 434 CLEVELAND COUNTY COURT CLERK DELIVER BY DATE: 1/27/10

1 WORKERS' COMP CLEVELAND COUNTY FILING FEE 1.00 EA 119.3000 119.30 434
TEUSCHER V. CON; WCC PRO SE; CONTINGENT ON COUNCIL
APPROVAL ON 1-26-10; SEPARATE CHECK; RETURN CHECK
TO LEGAL.
COMMODITY: INSURANCE, ALL TYPES
SUBCOMMOD: WORKER'S COMPENSATION

REQUISITION TOTAL: 119.30

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	01030024154703	Miscellaneous Services District Court Filing Fee	100.00	119.30
				119.30

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

25. ITEM: RESOLUTION NO. R-0910-86: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$5,951.39 FROM THE ART IN PUBLIC PLACES FUND BALANCE TO BE USED BY THE NORMAN ARTS COUNCIL AS OUTLINED IN ORDINANCE NO. O-0708-5.

INFORMATION: The above-described resolution has been drawn and is submitted for City Council's consideration. Copies of an advisory memorandum, revenue and disbursements summary, and resolution are included in the Agenda Book.


ACTION NEEDED: Motion to adopt or reject Resolution No. R-0910-86.


ACTION TAKEN: _____



Date: January 7, 2010

To: Honorable Mayor and City Council Members

From: Clint Mercer, Chief Accountant 

Through: Anthony Francisco, Director of Finance 

Subject: Agenda Item – Appropriation of Art in Public Places Funds

BACKGROUND:

The City of Norman (the “City”) adopted Ordinance O-0708-5 on August 28, 2007. Section 4-203(2) of this ordinance establishes that the City release funds to the Norman Arts Council at least quarterly.


DISCUSSION:

As of December 31, 2009, the City has collected \$17,653.24 in donations within the Art in Public Places Fund. The City disbursed \$2,946.10 in June 2008, \$3,907.97 in January 2009, and \$4,847.78 in August 2009 representing collections from inception to June 30, 2009. The Public Arts Board is currently working with the Public Works Department to include artwork in the round-a-bout located on East Main Street at Carter Avenue in conjunction with the East Main Street Widening Project. The Board has now requested the third release of funds.

RECOMMENDATION:

It is recommended that the City Council approve the appropriation of \$5,951.39 from Art in Public Places Fund Balance (028-0000-253.20-00) to Miscellaneous Services / Contributions-Organizations (028-3041-451.47-41) to distribute collections during the period July 1, 2009, to December 31, 2009, to the Norman Arts Council in accordance with Ordinance O-0708-5.

Reviewed by: Steven Lewis, City Manager 

Jud Foster, Parks Director/Ex-Officio PAB Member 

Jeff Bryant, City Attorney 

**NORMAN ARTS COUNCIL
CITY OF NORMAN - SUMMARY OF
REVENUE AND DISBURSEMENTS**

DATE	REVENUE COLLECTED (028-0000-365-1372)	LESS: DISBURSEMENTS (028-3041-451-4741)	DATE OF DISBURSEMENT	REMAINING FUNDS
10-1-07 THRU				
6-30-08	3,792.69	(2,946.10)	6/27/2008	846.59
7/31/08	526.00	-	-	1,372.59
8/31/2008	647.00			2,019.59
9/30/08	620.00			2,639.59
10/31/08	626.38			3,265.97
11/30/08	642.00			3,907.97
12/31/08	616.00			4,523.97
1/13/09		(3,907.97)	ck#220368 1-13-09	616.00
1/31/09	600.00			1,216.00
2/28/09	626.00			1,842.00
3/31/09	664.00			2,506.00
4/30/09	640.57			3,146.57
5/31/09	736.50			3,883.07
6/30/09	964.71			4,847.78
7/31/09	983.01			5,830.79
8/31/09	995.61	(4,847.78)		1,978.62
9/30/09	999.77			2,978.39
10/31/09	993.00			3,971.39
11/30/2009	991.00			4,962.39
12/31/2009	989.00			5,951.39

Resolution

R-0910-86

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$5,951.39 FROM THE ART IN PUBLIC PLACES FUND BALANCE TO BE USED BY THE NORMAN ARTS COUNCIL AS OUTLINED IN ORDINANCE NO. O-0708-5.

- § 1. WHEREAS, Ordinance No. O-0708-5 was adopted August 28, 2007, which established the Public Art Board and the Art in Public Places Fund; and
- § 2. WHEREAS, the Public Arts Board was created to acquire works of art for the City of Norman's art collection to be displayed in public places; and
- § 3. WHEREAS, the Art in Public Places Fund was created so donations from individuals; corporations; civic clubs; City of Norman funds; grants and other charitable contributions; investment earnings; voluntary contributions from utility customers; and other funds as may be appropriate could be deposited into the account; and
- § 4. WHEREAS, the Finance Director was authorized to release the monies in the Art in Public Places Fund to the Norman Arts Council on at least a quarterly basis.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 5. That the following appropriation be made for reasons as stated above:

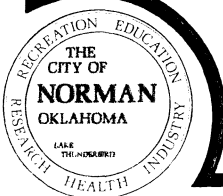
Account Name	Losing Account	Gaining Account	Amount
Miscellaneous Services Contribution-Organizations	028-0000-253.20-00	028-3041-451.47-41	\$5,951.39

PASSED AND ADOPTED this 26th of January, 2010.

Mayor

ATTEST:

City Clerk



26. ITEM: PROCLAMATION NO. P-0910-12: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF FEBRUARY, 2010, AS BLACK HISTORY MONTH IN THE CITY OF NORMAN.

INFORMATION: The Human Rights Commission has requested a proclamation proclaiming the month of February, 2010, as Black History Month in the City of Norman. The above-described proclamation has been drawn and is submitted for City Council's consideration. A copy of the proclamation is included in the Agenda Book.

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-0910-12 proclaiming the month of February, 2010, as Black History Month in the City of Norman and direct the filing thereof.

ACTION TAKEN: _____

P-0910-12

A PROCLAMATION OF THE MAYOR OF THE
CITY OF NORMAN, OKLAHOMA, PROCLAIMING
THE MONTH OF FEBRUARY, 2010, AS BLACK
HISTORY MONTH IN THE CITY OF NORMAN.

- § 1. WHEREAS, Black History Month honors and affirms the importance of African American history throughout the American experience; and
- § 2. WHEREAS, since 1976, Black History Month has been a time for all Americans to reflect on the courage and determination required to overcome educational, social, and legal systems of segregation; and
- § 3. WHEREAS, the City of Norman continues to work toward building an inclusive community that lives up to the American ideal of equality of educational, social, and economic opportunity for all of our citizens.

NOW, THEREFORE, I, MAYOR OF THE CITY OF NORMAN, OKLAHOMA:

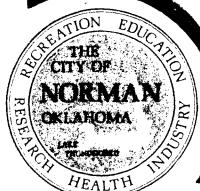
- § 4. Do hereby proclaim the month of February, 2010, as Black History Month in the City of Norman and invite all citizens to join me in celebrating the diversity and character of our community.

PASSED AND APPROVED this 26th day of January, 2010.

Mayor

ATTEST:

City Clerk



27. ITEM: PROCLAMATION NO. P-0910-13: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SATURDAY, FEBRUARY 13, 2010, AS MARDI GRAS IN THE CITY OF NORMAN.

INFORMATION: Mr. Ed Kearns, Chairman of the Mardi Gras Parade, has requested a proclamation proclaiming Saturday, February 13, 2010, as Mardi Gras in the City of Norman. The above-described proclamation has been drawn and is submitted for City Council's consideration. A copy of the proclamation is included in the Agenda Book.

ACTION NEEDED: Motion to acknowledge receipt of Proclamation No. P-0910-13 proclaiming Saturday, February 13, 2010, as Mardi Gras in the City of Norman and direct the filing thereof.

ACTION TAKEN: _____

P-0910-13

A PROCLAMATION OF THE MAYOR OF THE
CITY OF NORMAN, OKLAHOMA, PROCLAIMING
SATURDAY, FEBRUARY 13, 2010, AS MARDI
GRAS IN THE CITY OF NORMAN.

- § 1. WHEREAS, the Norman Mardi Gras Parade is a years long, family friendly tradition celebrating the arts and community spirit with a nighttime moving carnival; and
- § 2. WHEREAS, the Mardi Gras Parade showcases the depth of musical, artistic, acrobatic, dance, and sometimes unusual talents of our community, including our animal friends; and
- § 3. WHEREAS, the colors of Mardi Gras are Purple for Justice, Green for Faith, and Gold for Power - the power of the arts and community spirit in the case of Norman's Mardi Gras; and
- § 4. WHEREAS, this year's theme of "All You Need Is Love" promotes good will and well being in trying times, highlighting this year's parade dedication honoring Norman's non-profit and public agencies who work so hard to better the lives of our children, families, elders, and animal friends; and
- § 5. WHEREAS, Norman is home to Oklahoma's only Mardi Gras Parade, which this year includes the Share Your Heart Food Drive benefiting the Cleveland County Community Action Agency's food pantry and the people of Norman; and
- § 6. WHEREAS, the 16th Annual Norman Mardi Gras Parade will take place on Saturday, February 13th at 6:45 p.m. along Main Street in the heart of Norman's Historic Downtown Arts District.

NOW, THEREFORE, I, MAYOR OF THE CITY OF NORMAN, OKLAHOMA:

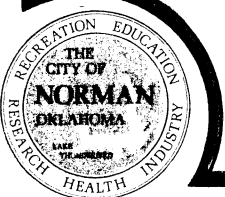
- § 7. Do hereby proclaim Saturday, February 13, 2010, as Mardi Gras in the City of Norman and urge all citizens to support this event.

PASSED AND APPROVED this 26th day of January, 2010.

Mayor

ATTEST:

City Clerk



28. ITEM: RESOLUTION NO. R-0910-60: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CONDEMNING THE HEREINAFTER-DESCRIBED PREMISES AS A NUISANCE, AND PROVIDING FOR NOTICE AND HEARING THEREOF. (304 SOUTH STEWART AVENUE)

INFORMATION: In City Council's meeting of October 27, 2009, a public hearing was conducted in order to allow City Council to determine whether the structure located at 304 South Stewart Avenue was dilapidated and to allow the owner of the property opportunity to show cause, if any, why the nuisance should not be abated. At that time, City Council postponed action on Resolution No. R-0910-60 condemning the structures as a nuisance until January 26, 2010. Staff has met with the property owner and has conducted follow-up inspections. Staff recommends that the owner be granted an extension with updates to City Council every three months to present demonstrable progress on the exterior and interior with the expectation that the house will be finished to meet required codes in six to nine months. Copies of an advisory memorandum, resolution, support material, and pertinent excerpts from City Council minutes are included in the Agenda Book.

ACTION NEEDED: Motion to grant or deny an extension to present demonstrable progress on the exterior and interior with the expectation that the house be finished to meet required codes in six to nine months with an update to City Council every three months beginning April 27, 2010.

ACTION TAKEN: _____



DATE: January 20, 2010

TO: Honorable Mayor and Council Members

FROM: Linda Price, Revitalization Manager *LP*

SUBJECT: Agenda Item – January 26, 2010 City Council Meeting
Update on Resolution No. R-0910-60 Regarding Condemnation of
Structures at 304 South Stewart

BACKGROUND: In the City Council meeting of October 27, 2009, Resolution No. R-0910-60 was approved for the condemnation of structures at 304 South Stewart including a detached wood deck, two storage buildings and a single-family house. Council directed the owner, James Ronald Argo, to provide City staff with a plan of work, and to demolish and remove the accessory structures and to remove the primary structure or make substantial progress on required repairs within 90 days.

DISCUSSION: Inspections of the property prior to the October meeting found that the exterior had peeling paint, rotted clapboards, and missing siding. The interior of the southern part of the house had been gutted and the roof structure totally removed. Because the interior was open to the elements, weeds were growing up through the exposed floor framing. Other rooms had extensive water damage as well from burst plumbing pipes, with buckling paneling and flooring, and extensive mold.

On November 30th Mr. Argo spoke with staff and verbally presented a plan to remove the south addition and to begin siding and window replacement on the rest of the house. A building permit was issued on December 1st and a temporary electric pole approved on December 18th. From the October 27th meeting to date the owner has installed exterior siding on the north side of the house and part of the west side, has replaced four windows, and a small area of the south side has been partially prepared for siding. No other exterior work was evident and no interior work had been done based on a conversation with Mr. Argo on January 12th.

On January 19th a follow-up inspection indicated that the addition on the South was sheathed in plywood. A call to Mr. Argo provided the following information. The old siding, windows and door on the addition were removed from the south and east sides; new floor joists were installed; rotten wall framing was replaced; and a new base plate was constructed. The deck and accessory buildings were uncovered and most of the vegetation was removed from the site. The owner plans to construct roof joists on the addition the weekend of January 23rd and tie the roof into the main structure by changing the pitch on the addition. Future proposed work includes the removal of the old roofing on the south of the main structure and to reroof it and the addition at the same time. Once the roof is on, window openings and a door will be cut into the addition sheathing, and the balance of the window replacement and siding on the exterior will be done.

Other plans include deconstruction of the deck, and using the good lumber for wall studs; cleaning out and removing the sheds; gutting the interior of the primary structure to the wall studs and completely redoing the interior; and removing the chain link fence and maybe adding a privacy fence.

Recommendation: Staff recommends that the owner be granted an extension, with updates to the City Council every three months to present demonstrable progress on the exterior and interior with the expectation that the house will be finished to meet required codes in six to nine months.

Attachments

Reviewed by: Steve Lewis, City Manager



Reviewed by: Susan Connors, Director of Planning & Community Development



Reviewed by: Jeff Bryant, City Attorney



A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN,
OKLAHOMA, CONDEMNING THE HEREINAFTER-DESCRIBED
PREMISES AS A NUISANCE; AND PROVIDING FOR
ABATEMENT THEREOF. (304 SOUTH STEWART AVENUE)

- § 1. WHEREAS, the Director of Planning and Community Development of the City of Norman has presented evidence to the City Council showing that the following-described property has situated thereon one primary structure, two accessory buildings, and a wooden deck which are damaged, dilapidated, run-down, decayed and/or which have been vacant and/or abandoned with no utility services; requiring enforcement action by the City of Norman for in excess of twelve (12) consecutive months or one (1) year and are considered a detriment to the health and safety of Norman residents, to wit:

304 South Stewart Avenue more accurately described as follows: Original Townsite Addition, N 80°; Lots 13-16, Block 48

- § 2. WHEREAS, the City Council finds and determines that said property, and the structures thereon situated, should be declared a nuisance and the structures wrecked and removed, and the nuisance thereby abated and remedied, and that formal notice was given to the property owner of the above-described land, James Ronald Argo, the property owner, at his last known address, and the properties were posted advising him of the time and place and date on which he might appear and show cause, if any he has, why such premises should not be cleared of the nuisance thereon situated, and condemnation proceeding undertaken to accomplish the same.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 3. That the structures situated on the above-described property should be and the same are hereby declared to be a public nuisance; and
- § 4. That the said property owner is hereby given thirty (30) days from this date to wreck and remove said structures from said property, and if said property owner refuses to do so, he is hereby notified that the City will cause said structures to be wrecked and removed from said premises and that a special tax, as provided by law, shall thereupon be levied against the properties to pay said City for the expense of such demolition and removal, less any salvaged residue there-from at public and private sale; and
- § 5. That formal notice shall be given to said property owner by mailing to him by certified mail, at his last known address, a copy of this Resolution, said mailing to be no later than January 29, 2010.

PASSED AND ADOPTED THIS _____ day of _____, 2010.

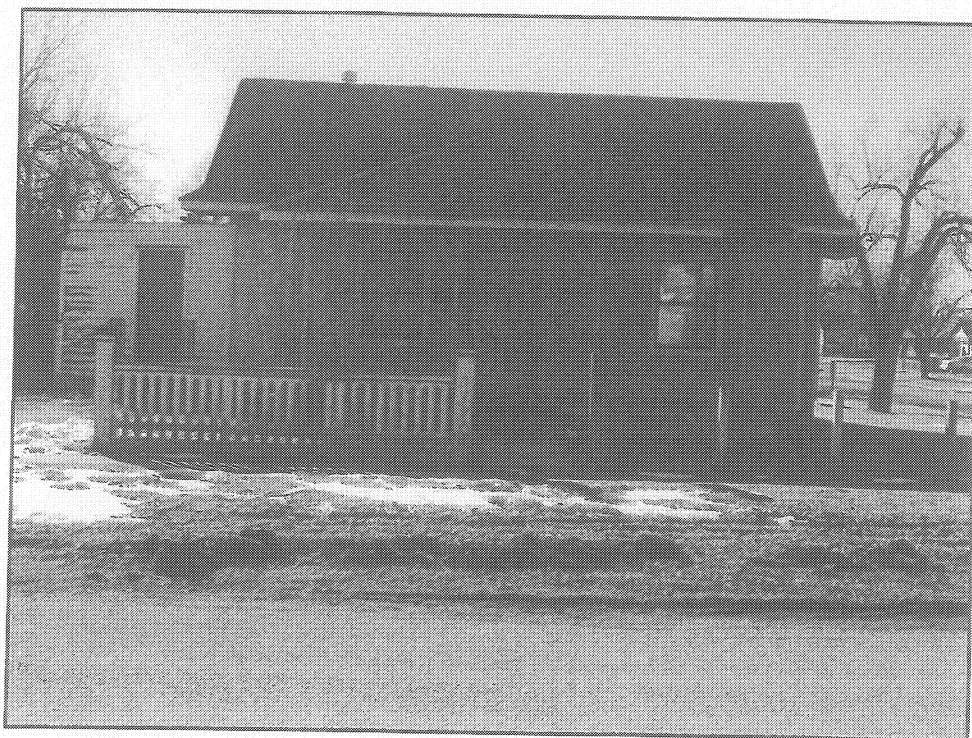
Mayor

ATTEST:

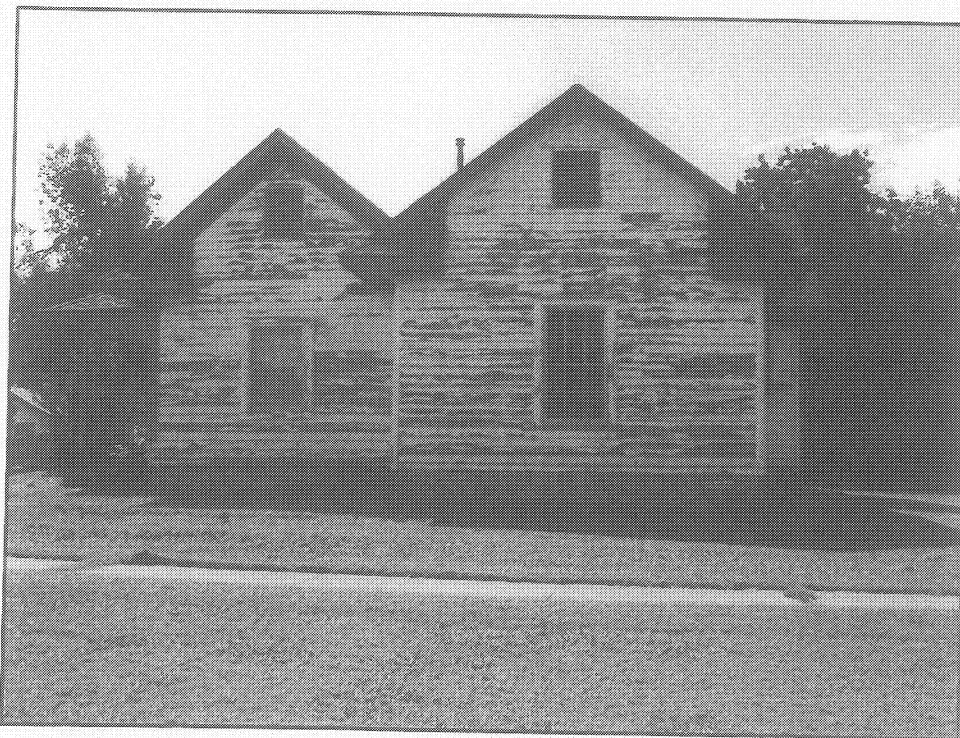
City Clerk



October 2009 - East elevation. Partial siding & new windows.



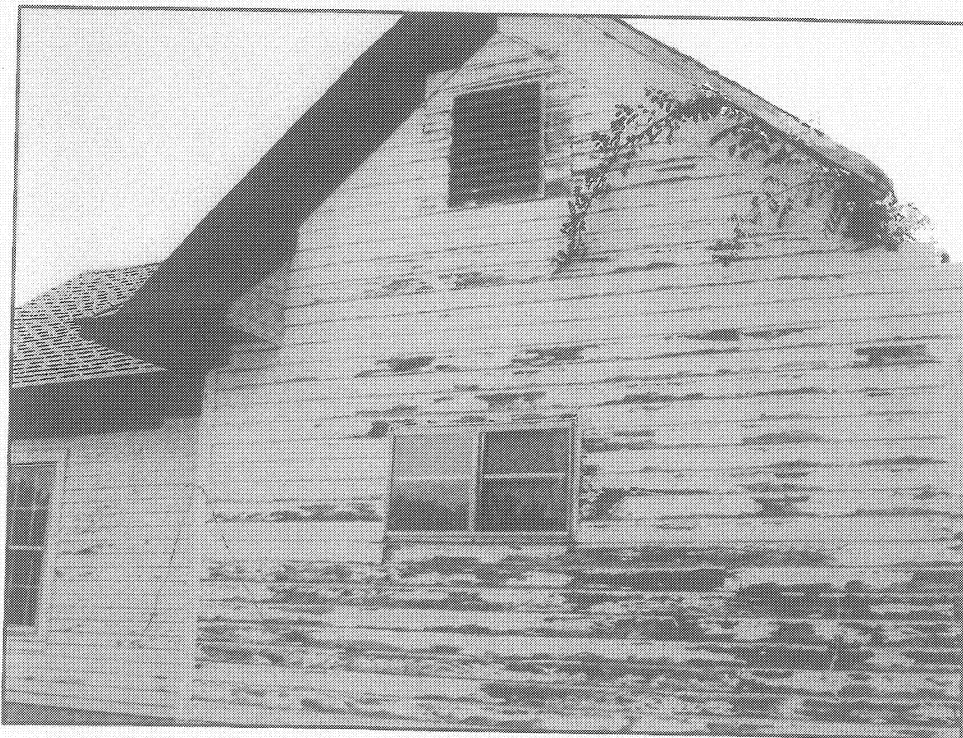
January 2010 - East elevation. Siding complete & new door.



October 2009 - North side. Peeling paint, missing & deteriorated siding.



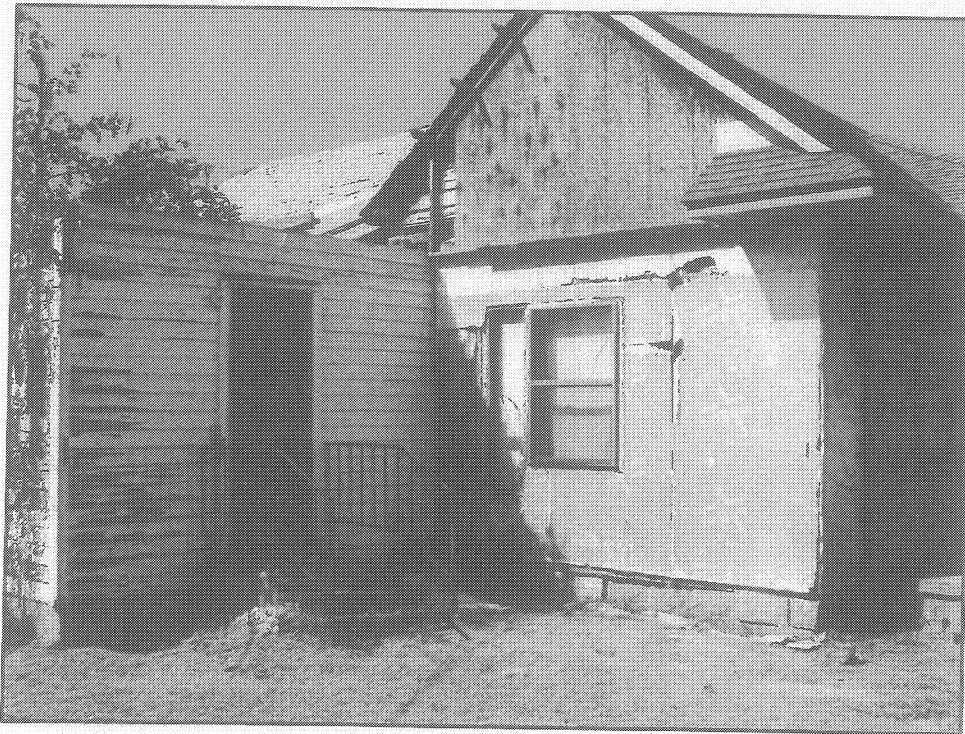
January 2010 - North elevation. Two new windows & new siding.



October 2009 - West elevation. Peeling paint & deteriorated siding.



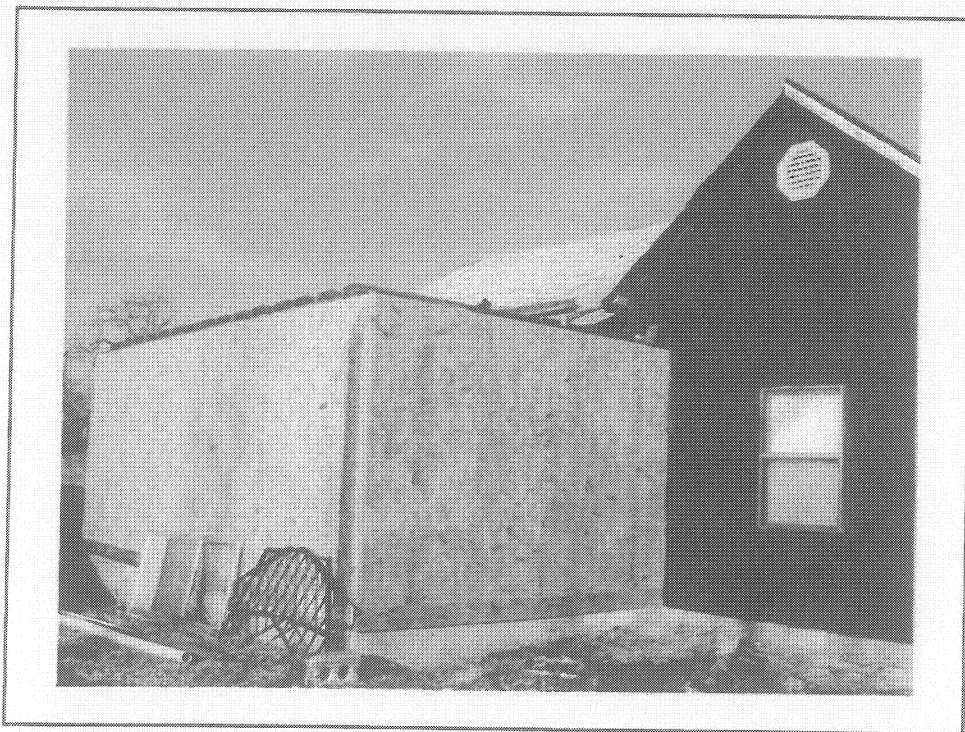
January 2010 - West elevation. One new window & partial new siding.



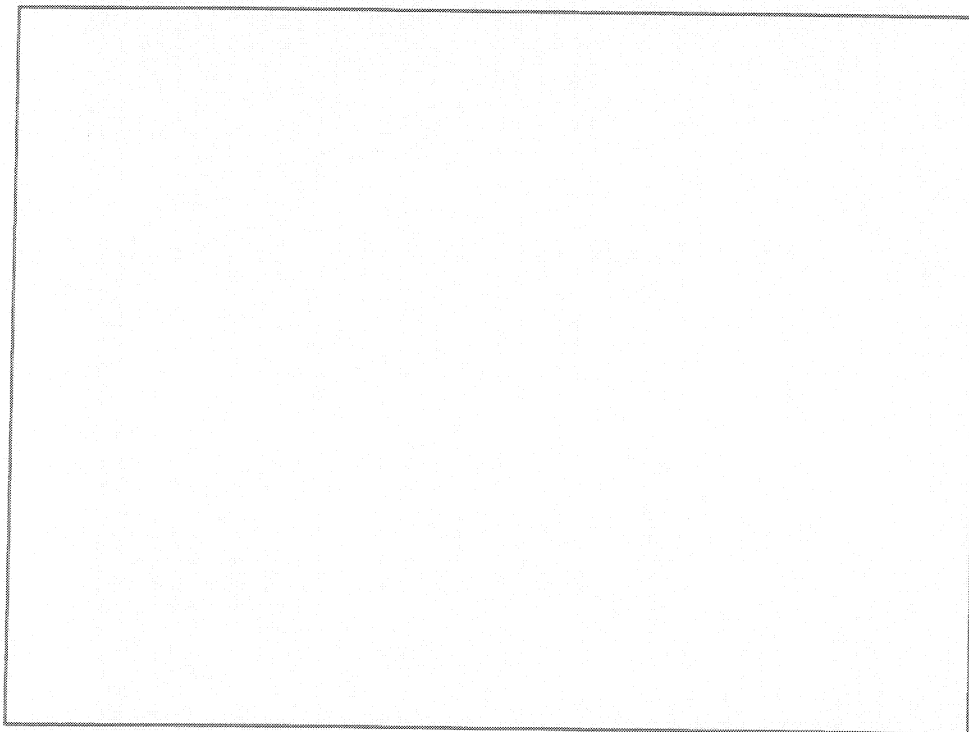
October 2009 - South elevation. Western portion of roof on main structure needs to be replaced. Addition has no roof or floor & walls deteriorated.

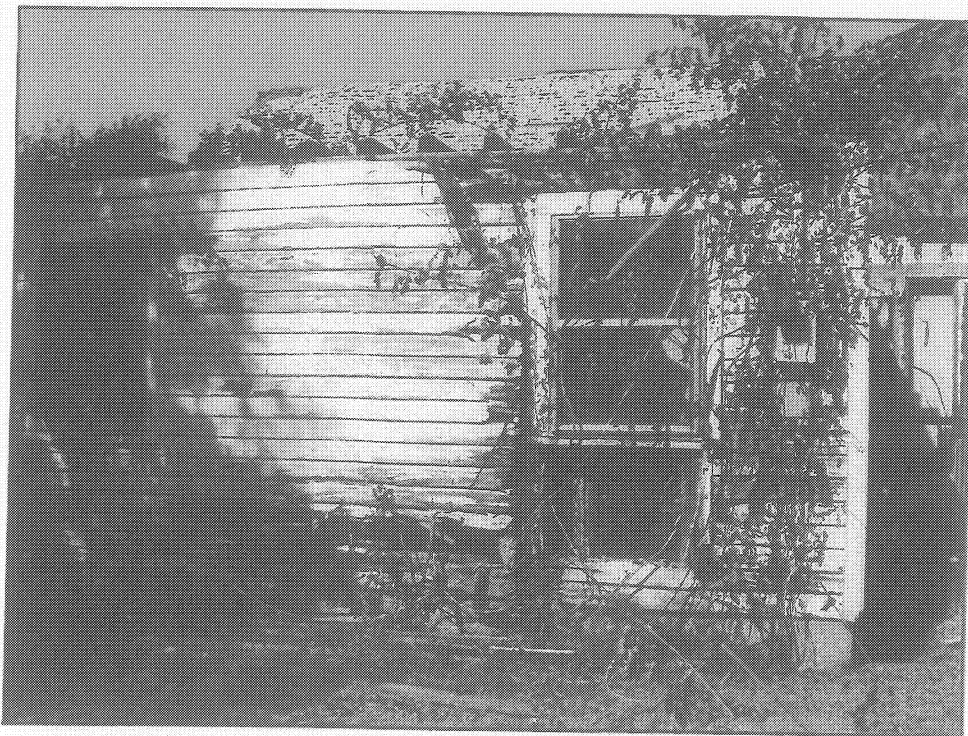


January 20, 2010 - South elevation. Some preperation for new siding.
No change to addition.

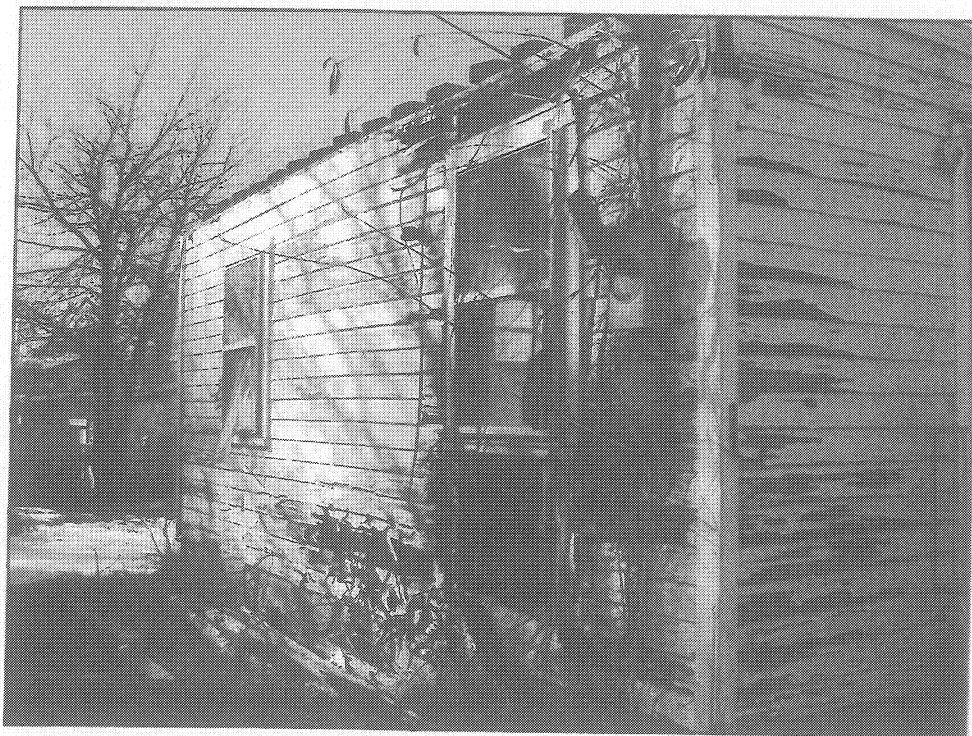


January 20, 2010 - South addition. Floor joists added & new sheathing on the South and East walls. Old siding, windows & door removed.





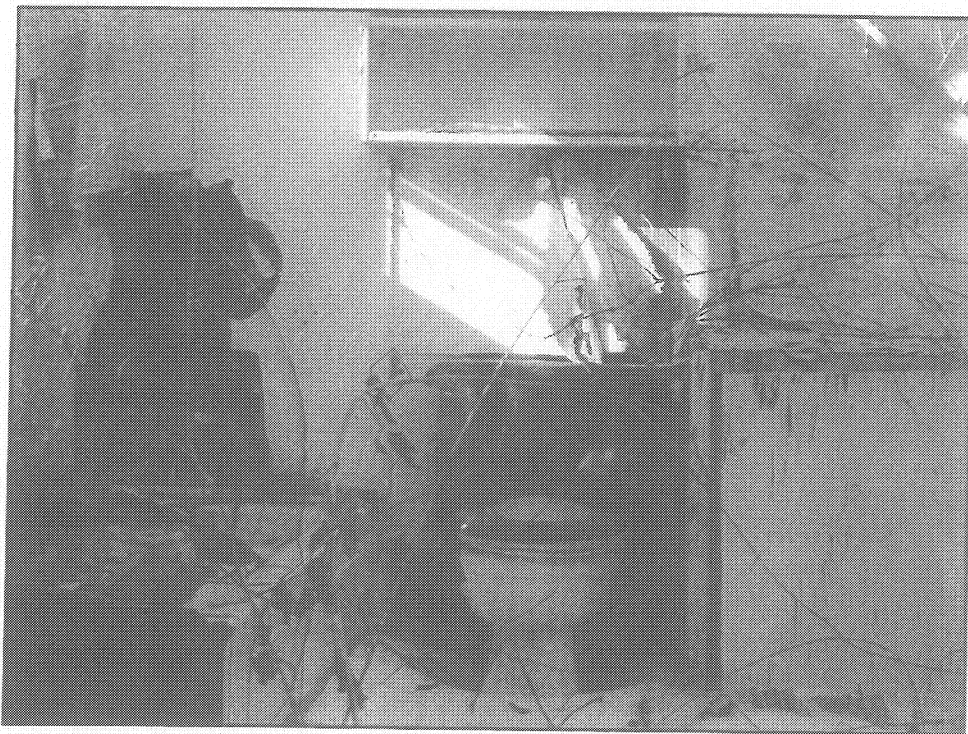
October 2009 - South addition. No roof or floor. Very deteriorated.



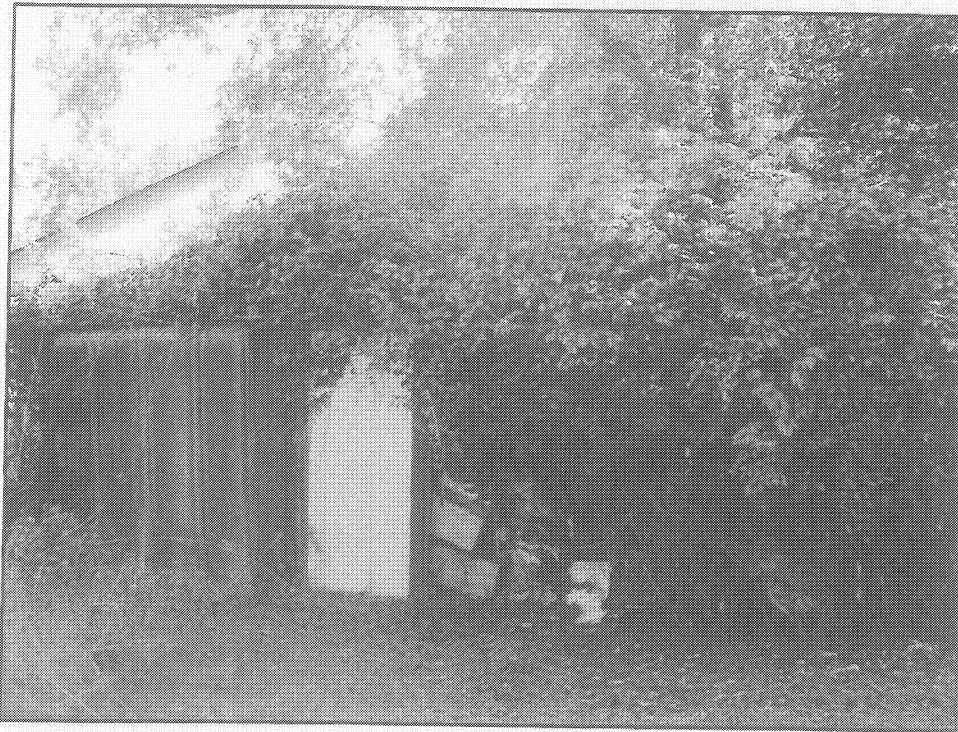
January 12, 2010 - South addition. No change except for removal of vines.



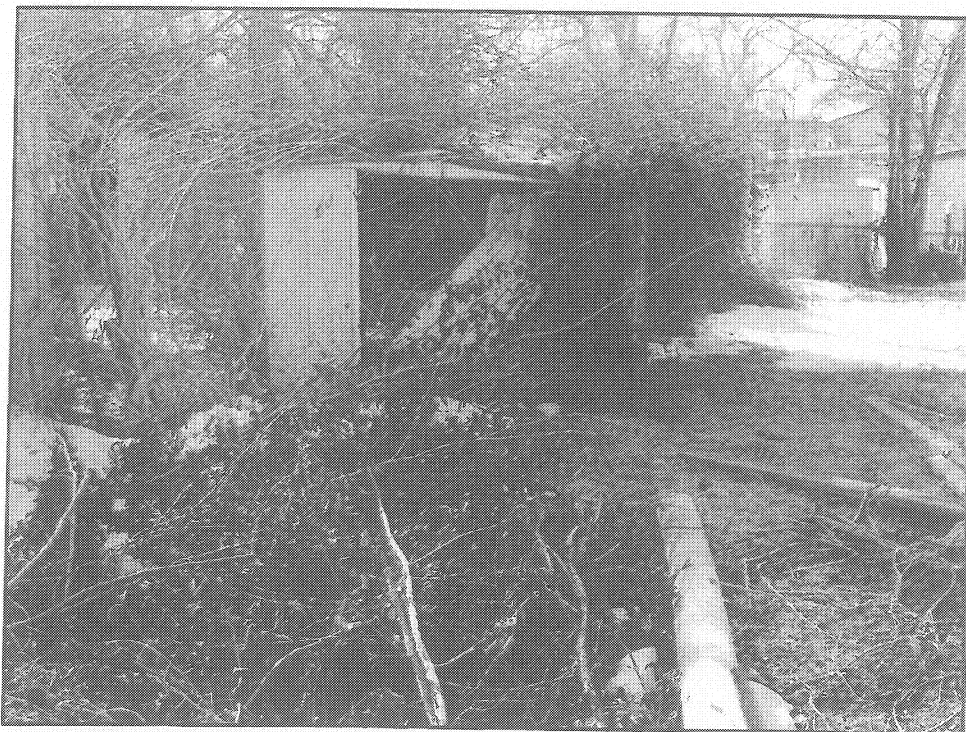
October 2009 - Interior of South addition from East.



January 12, 2010 - Interior of South addition from the West.



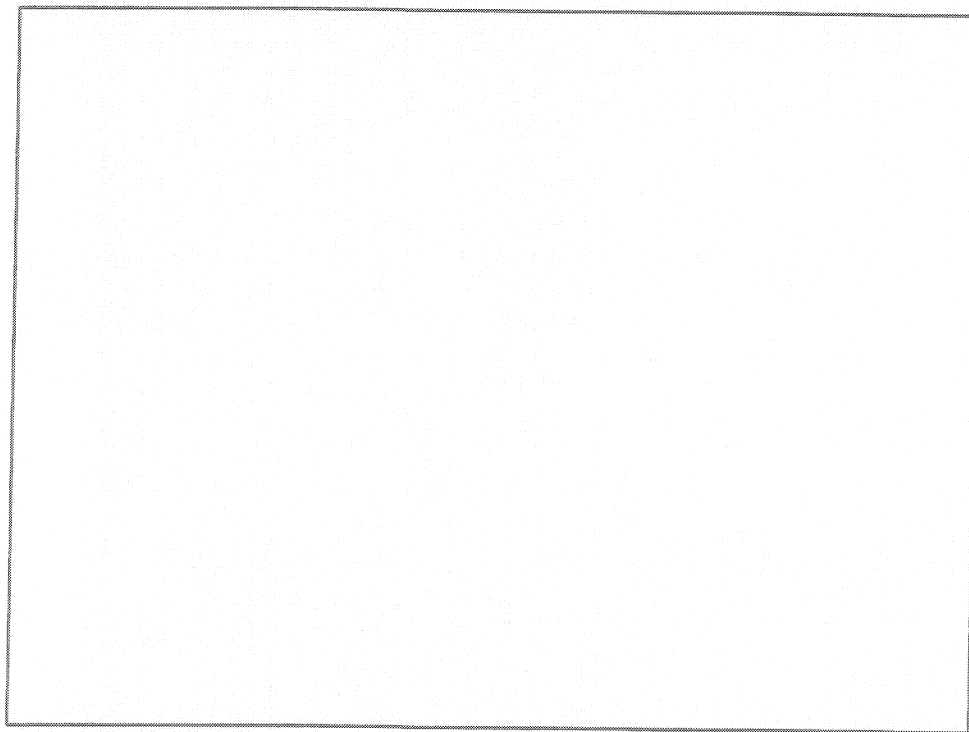
October 2009 - Accessory buildings.

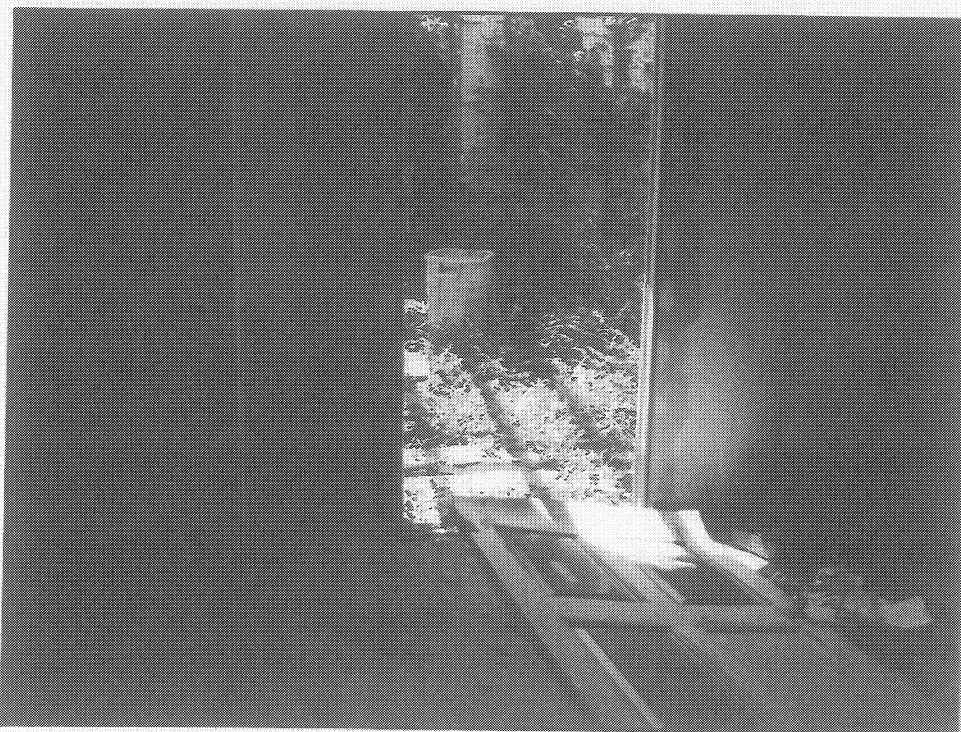


January 12, 2010 - Accessory buildings. Some vegetation removed.

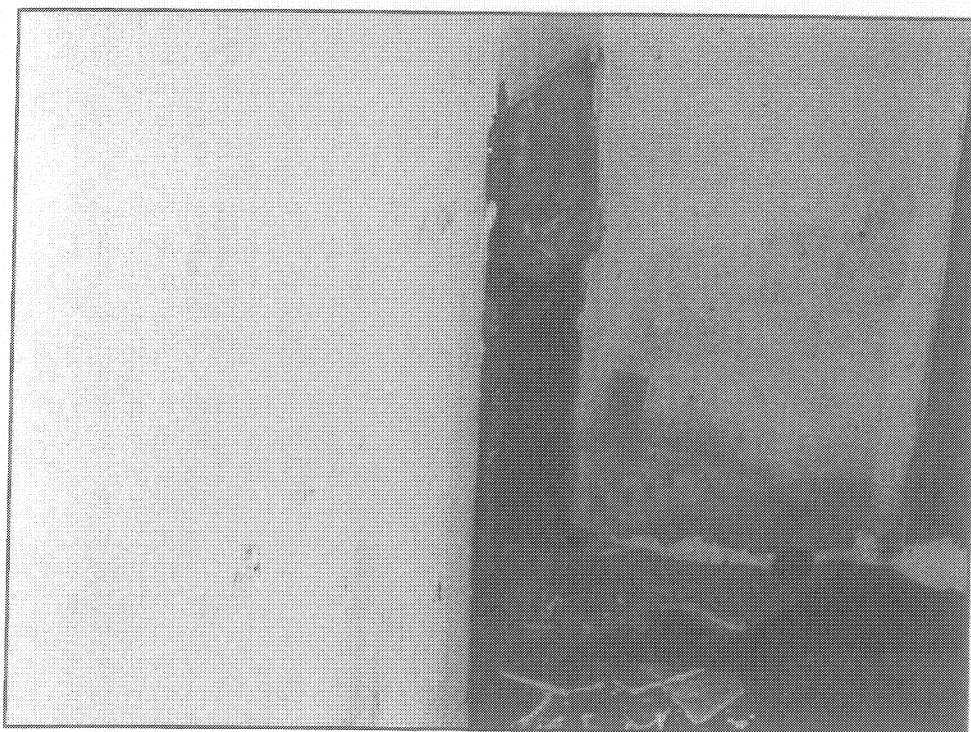


January 20, 2010 - Accessory buildings & wood deck. Vegetation removed and some debris removed from deck.





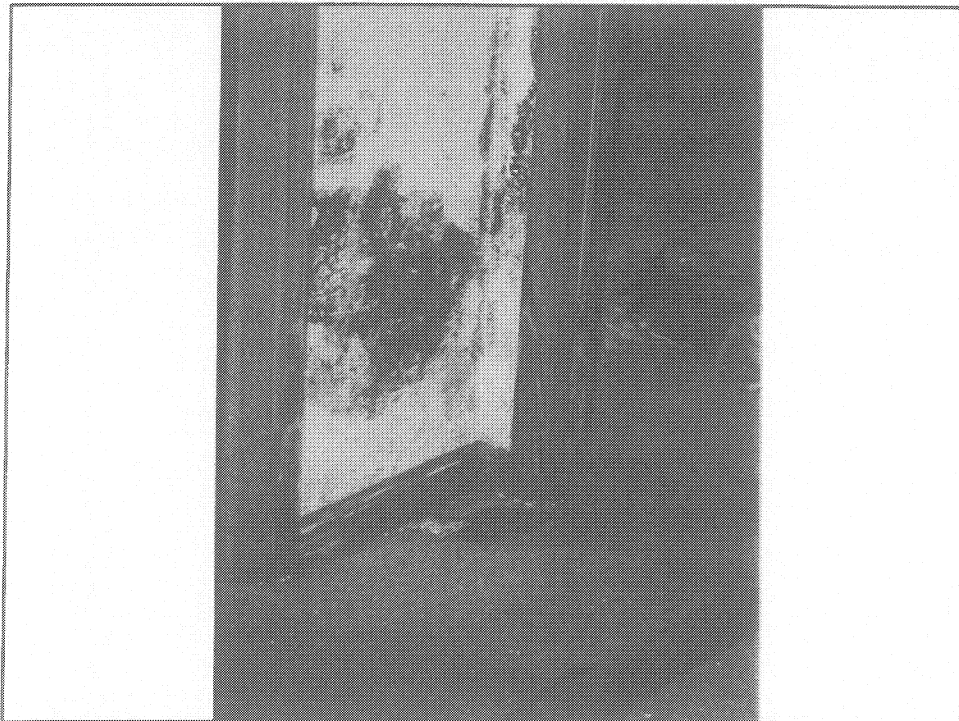
October 2009 - Interior of addition from kitchen.



October 2009 - Interior showing location of plumbing leak and water damage.



October 2009 - Interior room showing water damage to walls.



October 2009 - Interior hallway showing mold.

Item 20, continued:

and the question being upon acknowledging receipt of Proclamation No. P-0910-8 proclaiming the month of November, 2009, as Pancreatic Cancer Awareness Month in the City of Norman and upon the subsequent directive, a vote was taken with the following result:

YEAS:	Councilmembers Atkins, Butler, Dillingham, Ezzell, Griffith, Quinn, Mayor Pro Tem Cubberley
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NAYES:	None
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The Mayor Pro Tem declared the motion carried and receipt of Proclamation No. P-0910-8 proclaiming the month of November, 2009, as Pancreatic Cancer Awareness Month in the City of Norman acknowledged; and the filing thereof was directed.

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Item 21, being:

PUBLIC HEARING REGARDING THE ABATEMENT OF A NUISANCE, CONSISTING OF A DANGEROUS STRUCTURE, AT THE FOLLOWING LOCATION:

RESOLUTION NO. R-0910-60: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CONDEMNING THE HEREINAFTER-DESCRIBED PREMISES AS A NUISANCE, AND PROVIDING FOR ABATEMENT THEREOF. (304 SOUTH STEWART AVENUE)

Councilmember Quinn moved that a public hearing be conducted, which motion was duly seconded by Councilmember Griffith;

Items submitted for the record

1. Memorandum dated October 5, 2009, from Linda Price, Revitalization Manager, to Honorable Mayor and Councilmembers
2. Resolution No. R-0910-60
3. Memorandum dated August 25, 2009, from Keith A. Petillo, Rehabilitation Specialist, to Linda R. Price, Revitalization Manager
4. Summary of Violations at 304 S. Stewart
5. Photographs of property

and the question being upon conducting a public hearing, a vote was taken with the following result:

YEAS:	Councilmembers Atkins, Butler, Ezzell, Dillingham, Griffith, Quinn, Mayor Pro Tem Cubberley
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NAYES:	None
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The Mayor Pro Tem declared the motion carried and a public hearing was conducted.

Thereupon, the following persons addressed City Council:

Participants in discussion

1. Ms. Linda Price, Revitalization Manager
2. Mr. Ronnie Argo, 512 West Beech, Lexington, property owner

Thereupon, Councilmember Dillingham moved that the public hearing be closed, which motion was duly seconded by Councilmember Quinn; and the question being upon closing the public hearing, a vote was taken with the following result:

YEAS:	Councilmembers Atkins, Butler, Ezzell, Dillingham, Griffith, Quinn, Mayor Pro Tem Cubberley
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NAYES:	None
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The Mayor Pro Tem declared the motion carried and the public hearing was closed.

Item 21, continued:

Thereupon, Councilmember Dillingham moved the directive that Staff abate the nuisance as outlined in Resolution No. R-0910-60 be postponed until January 26, 2010, which motion was duly seconded by Councilmember Atkins; and the question being upon postponing the directive that Staff abate the nuisance as outlined in Resolution No. R-0910-60 until January 26, 2010, a vote was taken with the following result:

YEAS:	Councilmembers Atkins, Butler, Dillingham, Ezzell, Griffith, Quinn, Mayor Pro Tem Cubberley
NAYES:	None

The Mayor Pro Tem declared the motion carried and the directive that Staff abate the nuisance as outlined in Resolution No. R-0910-60 was postponed until January 26, 2010.

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Item 22, being:

CONSIDERATION OF A PRELIMINARY PLAT FOR TECUMSEH ROAD BUSINESS PARK ADDITION, A PLANNED UNIT DEVELOPMENT, AND WAIVER OF ALLEY REQUIREMENTS.

Councilmember Ezzell moved that the preliminary plat and waiver of alley requirements for Tecumseh Road Business Park Addition be approved, which motion was duly seconded by Councilmember Dillingham;

Items submitted for the record

1. Memorandum dated September 29, 2009, from Angelo Lombardo, Traffic Engineer, and Ken Danner, Development Manager, to Honorable Mayor and Councilmembers
2. Location map
3. Revised preliminary plat
4. Revised preliminary site plan
5. Staff Report dated September 10, 2009, recommending approval
6. Letter of request dated August 14, 2009, from Tom L. McCaleb, P.E., SMC Consulting Engineers, P.C., to Mr. Jim Gasaway, Chairman, Planning Commission
7. Pertinent excerpts from Planning Commission minutes of September 10, 2009

Participants in discussion

1. Mr. Tom McCaleb, SMC Consulting Engineers, P.C., 815 West Main Street, Oklahoma City, engineer representing the applicant

and the question being upon approving the preliminary plat and waiver of alley requirements for Tecumseh Road Business Park Addition, a vote was taken with the following result:

YEAS:	Councilmembers Atkins, Butler, Dillingham, Ezzell, Griffith, Quinn, Mayor Pro Tem Cubberley
NAYES:	None

The Mayor Pro Tem declared the motion carried and the preliminary plat and waiver of alley requirements for Tecumseh Road Business Park Addition was approved.

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Councilmember Dillingham asked that she be allowed to abstain from voting on Items 23 through 27 due to a conflict of interest. Thereupon, Councilmember Butler moved that Councilmember Dillingham be allowed to abstain from voting on Items 23 through 27 due to a conflict of interest, which motion was duly seconded by Councilmember Quinn; and the question being upon allowing Councilmember Dillingham to abstain from voting on Items 23 through 27 due to a conflict of interest, a vote was taken with the following result: